



City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm

February 17, 2015

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda and Consent Agenda

Student Liaison Reports

Presentations/Proclamations

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*

Consent Agenda

- Payroll for period ending January 31, 2015 for pay date February 5, 2015 in the amount of \$ 274,510.72
- 1. **Approval:** Claims for period ending February 17, 2015 in the amount of \$ 1,804,420.49 for Check No. 39669 through 39802
- 2. **Resolution:** Authorizing Execution Of An Interlocal Agreement With King County For City Of Sammamish Participation In The King County Cities Climate Collaboration (K4c).
- 3. **Resolution:** Adopting An Amended Policy For Facility Rentals At The Sammamish City Hall
- 4. **Resolution:** Accepting The 2014 Pavement Program Overlays As Complete
- 5. **Approval:** Purchase of one Ford Escape

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.

6. **Approval:** Purchase of one Air Compressor
7. **Approval:** Purchase of one Traffic Radar Trailer
8. **Approval:** Purchase of a Pre-fabricated restroom building for Sammamish Landing Park.
9. **Approval:** Kokanee Outreach-Contract: National Pollutant Discharge Elimination System (NPDES) Permitting Requirements Stormwater Outreach/ Triangle Associates, Inc.
10. **Approval:** February 3, 2015 Regular Meeting Minutes

Public Hearing – None

Unfinished Business

Interviews: Two Planning Commission Candidates

Executive Session – Personnel to evaluate the qualifications of an applicant pursuant to RCW 42.30.110(1)(g) and property acquisition pursuant to RCW 42.30.110(1)(b)

Voting: Planning Commission Candidates

11. **Resolution:** Appointing Three Members To The Sammamish Planning Commission

New Business

12. **Resolution:** Regarding The NE 42nd Street Emergency Opticom Gate
13. **Ordinance:** First Reading, Amending Sections 2.30.020 And 2.65.010 Of The Sammamish Municipal Code To Add Alternative Commission Members To The Sammamish Parks And Recreation Commission And The Sammamish Arts Commission.
14. **Appointment:** Klahanie Ballot Measure Pro/Con Committees
15. **Resolution:** Approving The 2014 Budget And Work Program For A Regional Coalition For Housing
16. **Resolution:** Authorizing The Duly-Appointed Administering Agency For Arch To Execute All Documents Necessary To Enter Into Agreements For The Funding Of Affordable Housing Projects, As Recommended By The Arch Executive Board, Utilizing Funds From The City's Housing Trust Fund

Council Reports

City Manager Report

Adjournment

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Study Session

- Sustainability
- Alternative Housing Discussion

Adjournment

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AGENDA CALENDAR

Mar 2015			
Tues 3/3	6:30 pm	Regular Meeting	Public Hearing: First Reading Ordinance adopting Stormwater Regulations Public Hearing: Emergency Stormwater Regulations Ordinance: Second Reading Appointing Alternates to Parks, Arts Commission Resolution: Appointing one member to the Landmark Preservation Board Appointment: Initiative & Referendum Ballot Measure/Pro/Con Committees
Tues 3/10	6:30 pm	Study Session	Town Center Update Land Use Discussion –Schools,Churches,Group Homes, etc. Asset Acquisition Session #1: 2015 Comp Plan Update (Staff: Intro, Process, Schedule, PC Recommendation)
Mon 3/16	6:30 pm	COW Meeting	Eastside Fire & Rescue Update Regional Fire Authority Update Non-Profit Formation Discussion: Facility Rental Polices Solid Waste (tentative)
Tues 3/17	6:30 pm	Regular Meeting	Ordinance: Second reading adopting Stormwater Regulations Resolution: EF & R Non-Profit Resolution (cosent) Public Hearing: 2015 Comp Plan Update
April 2015			
Tues 4/7	6:30 pm	Regular Meeting	Public Hearing: Ordinance Extension Emergency Tree Retention Regulations
Tues 4/14	6:30 pm	Study Session	Session #2: 2015 Comp Plan Update (Land Use, Housing)
Mon 4/20	6:30 pm	COW Meeting	Session #3: 2015 Comp Plan Update (Capital Facilities, Utilities)
Tues 4/21	6:30 pm	Regular Meeting	
May 2015			
Tues 5/5	6:30 pm	Regular Meeting	
Tues 5/12	6:30 pm	Study Session	YMCA Property Development Discussion Session #4: 2015 Comp Plan Update (Transportation, Environment)
Mon 5/18	6:30 pm	COW Meeting	Session #6: 2015 Comp Plan Update (If needed)
Tues 5/19	6:30 pm	Regular Meeting	
June 2015			
Tues 6/2	6:30 pm	Regular Meeting	Public Hearing/first reading: 2015 Comp Plan Update
Tues 6/9	6:30 pm	Study Session	2015 Comp Plan (if needed)
Mon 6/15	6:30 pm	COW Meeting	
Tues 6/16	6:30 pm	Regular Meeting	Ordinance: Second Reading 2015 Comp Plan Update
July 2015			
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	

August 2015			NO MEETINGS
Sept 2015			
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	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise		Economic Development Plan	Mountains to Sound Greenway Sustainability/Climate Change

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 7 p.m. Beaver Lake Management District Meeting	5 6:30 p.m. Planning Commission Meeting	6	7 10 a.m. Restoration at Lower Commons Park
8	9	10 6:30 p.m. City Council Study Session	11	12 10 a.m. Restoration at Lower Commons Park	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 10 a.m. Restoration at Lower Commons Park 6:30 p.m. Planning Commission Meeting	20	21 9 a.m. Volunteer at Ebright Creek Park
22	23 6:30 p.m. Arts Commission Meeting	24	25	26	27	28 1 p.m. "Life Stories Workshop" - Special Arts Sammamish

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

<< February

March 2015

April >>

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	7 7:30 a.m. Lake Sammamish Half Marathon 10 a.m. Restoration at Lower Commons Park
8	9	10 6:30 p.m. City Council Study Session	11	12	13	14 10 a.m. Restoration at Lower Commons Park
15	16 6:30 p.m. Committee of the Whole	17 6:30 p.m. City Council Meeting	18	19	20	21 9 a.m. Volunteer at Ebright Creek Park
22	23 6:30 p.m. Arts Commission Meeting	24	25	26	27	28 10 a.m. Restoration at Lower Commons Park 12 p.m. "Make it a Clay Day" - Special Arts Sammamish
29	30	31				



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: January 29, 2015
RE: Claims for February 3, 2015

\$ 230,557.08
 1,393,804.50
 37,048.02
 143,010.89

Over \$10,000 Payments

Porter Brothers	\$1,077,186.75	Community & Aquatic Center - January 2015
Kenyon Disend	\$61,110.88	Attorney Services - January 2015
Heritage Bank	\$51,540.04	Porter Brothers - Retainage - Aquatic Center
Barker Rinker Seacat	\$36,955.59	Community & Aquatic Center - January 2015
INW	\$28,912.93	Batteries & Solar Panels various locations
NW Landscape	\$26,354.21	Landscape Maintenance Parks & ROW - January 2015
Gray & Osborne	\$21,234.79	212th Way Design - December 2014 & January 2015
Eversons Econo Vac	\$19,568.88	Vactor & Jetting - January 2015
Olympic Resrouces	\$19,317.45	Recycling Program - January 2105
Jaymarc	\$16,472.60	AV Replacement Project
RRJ	\$15,232.45	Retainage Release - NE 25th Way Project
HWA GeoSciences	\$14,143.82	Sammamish Landing - through 12/31/2014
BHC Consultants	\$13,325.00	Plan Review - through 12/31/2014
Suncadia	\$12,579.77	Council Retreat
PSE	\$10,879.00	Various Electric & Gas Billing citywide
Top To Bottom	\$10,687.08	Janitorial Services - January 2015

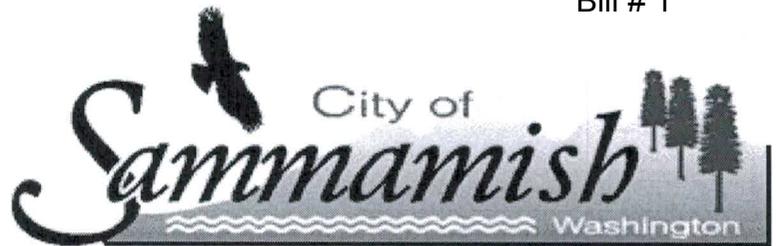
TOTAL \$ 1,804,420.49

Checks # 39669 – 39802

230,557.08 +
 1,393,804.50 +
 37,048.02 +
 143,010.89 +
 1,804,420.496+

Accounts Payable
 Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39669	02/05/2015	AMEX	American Express	30.79	39,669
39670	02/05/2015	AWCMED	AWC Employee BenefitsTrust	113,205.89	39,670
39671	02/05/2015	FLEXPLAN	Flex-Plan Services Inc	1,542.66	39,671
39672	02/05/2015	ICMA401	ICMA 401	39,554.67	39,672
39673	02/05/2015	ICMA457	ICMA457	10,152.33	39,673
39674	02/05/2015	IDHW	Idaho Child Support Receipting	326.50	39,674
39675	02/05/2015	ISD	Issaquah School District	9,705.00	39,675
39676	02/05/2015	LWSD	Lake Washington School Dist	38,492.00	39,676
39677	02/05/2015	PREPAIDL	LegalShield	109.60	39,677
39678	02/05/2015	PSE	Puget Sound Energy	17,437.64	39,678
Check Total:				230,557.08	

Accounts Payable

Check Register Totals Only

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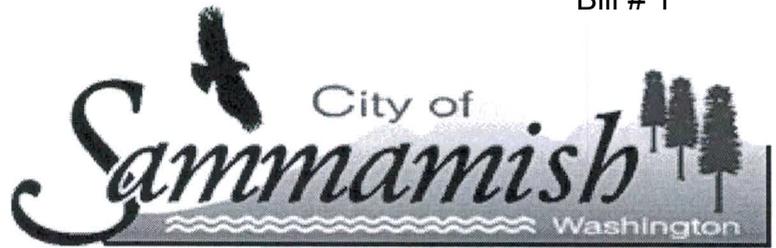
Check	Date	Vendor No	Vendor Name	Amount	Voucher
39679	02/17/2015	ACTIVENE	The Active Network, Inc.	3,350.07	39,679
39680	02/17/2015	ALTUS	Altus Traffic Management	581.90	39,680
39681	02/17/2015	ANDERMEL	Melonie Anderson	97.24	39,681
39682	02/17/2015	BACKGROU	Background Source Intl	89.00	39,682
39683	02/17/2015	BASHAR	Rehan Bashar	326.40	39,683
39684	02/17/2015	BELZAK	Steve Belzak	16.10	39,684
39685	02/17/2015	BEST	Best Parking Lot Cleaning, Inc	6,633.51	39,685
39686	02/17/2015	BOYSANDG	Boys and Girls Clubs of King County	5,495.50	39,686
39687	02/17/2015	BRICKMAN	Brickman Group Ltd LLC	5,781.05	39,687
39688	02/17/2015	BRS	Barker Rinker Seacat Architecture	36,955.59	39,688
39689	02/17/2015	BRUNE	Susan Brune	11.04	39,689
39690	02/17/2015	CADMAN	Cadman, Inc.	2,029.13	39,690
39691	02/17/2015	CHAKRAPA	Niyathi Chakrapani	39.19	39,691
39692	02/17/2015	COMCAST2	Comcast	129.13	39,692
39693	02/17/2015	COMCAST3	Comcast	1,240.61	39,693
39694	02/17/2015	COSTCO	Costco Wholesale	874.46	39,694
39695	02/17/2015	DAILYLEE	Lee Daily	859.94	39,695
39696	02/17/2015	DONOVAN	Darci Donovan	32.43	39,696
39697	02/17/2015	DRIVERS	Drivers License Guide Co.	29.95	39,697
39698	02/17/2015	ENGECONO	Engineering Economics, Inc.	1,342.30	39,698
39699	02/17/2015	EPICENTE	Epicenter Services LLC	2,413.13	39,699
39700	02/17/2015	EVANS	David Evans & Associates, Inc	802.59	39,700
39701	02/17/2015	FASTENAL	Fastenal Industrial Supplies	994.89	39,701
39702	02/17/2015	FIFEPOLI	Fife Police Dept Reserve Academy	700.00	39,702
39703	02/17/2015	FIREPROT	Fire Protection, Inc.	5,055.05	39,703
39704	02/17/2015	FRANKEL	Robert Frankel	72.80	39,704
39705	02/17/2015	FRONTIR2	Frontier	381.26	39,705
39706	02/17/2015	GOODSON	David M. Goodson	450.00	39,706
39707	02/17/2015	GREATAME	Great America Financial Services	130.31	39,707
39708	02/17/2015	GUINASSO	Joe Guinasso	82.80	39,708
39709	02/17/2015	HERITAGE	Heritage Bank	51,540.04	39,709
39710	02/17/2015	HOGAN	D. A. Hogan & Assoc., Inc	175.00	39,710
39711	02/17/2015	HOMEDE	Home Depot	290.74	39,711
39712	02/17/2015	HONDAKU	Issaquah Honda Kubota	189.66	39,712
39713	02/17/2015	HONEY	Honey Bucket	1,311.94	39,713
39714	02/17/2015	IBSEN	IBSEN Towing	297.29	39,714
39715	02/17/2015	IPS	Integrated Print Solutions, Inc	4,031.64	39,715
39716	02/17/2015	ISSAQ1	Issaquah Press, Inc.	88.00	39,716
39717	02/17/2015	KCBLANK	King County Finance	776.97	39,717
39718	02/17/2015	KCRADIO	King Cty Radio Comm Svcs	526.69	39,718
39719	02/17/2015	KELLER	Mike Keller	39.10	39,719
39720	02/17/2015	KENYON2	Kenyon Disend PLLC	61,110.88	39,720
39721	02/17/2015	KINGFI	King County Finance A/R	930.00	39,721
39722	02/17/2015	KINGPET	King County Pet Licenses	195.00	39,722
39723	02/17/2015	KLEINFEL	Kleinfelder, Inc.	7,610.05	39,723
39724	02/17/2015	L&IELEVA	Dept of Labor & Industries	302.80	39,724
39725	02/17/2015	LESSCHWA	Les Schwab Tire Center	1,386.10	39,725
39726	02/17/2015	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	39,726
39727	02/17/2015	MAC	Mac Towing	179.00	39,727
39728	02/17/2015	MAILPO	Mail Post	382.79	39,728

Check	Date	Vendor No	Vendor Name	Amount	Voucher
39729	02/17/2015	MAXIM	Evan Maxim	82.80	39,729
39730	02/17/2015	MINUTE	Mike Immel	928.39	39,730
39731	02/17/2015	NC MACH	NC Machinery Co	4,992.66	39,731
39732	02/17/2015	NELSONCO	Walter E. Nelson Company	5.48	39,732
39733	02/17/2015	NELSONTR	Nelson Truck Equip Co Inc	110.14	39,733
39734	02/17/2015	NESAM	NE Sammamish Sewer & Water	127.59	39,734
39735	02/17/2015	NWNUISAN	Willard's Pest Control Company	441.28	39,735
39736	02/17/2015	OER	Olympic Environmental Resource	19,317.45	39,736
39737	02/17/2015	PACAIR	Pacific Air Control, Inc	4,124.88	39,737
39738	02/17/2015	PACPLANT	Pacific Plants	1,625.26	39,738
39739	02/17/2015	PACSOIL	Pacific Topsoils, Inc	1,368.63	39,739
39740	02/17/2015	PHILPOT	Laura Philpot	84.30	39,740
39741	02/17/2015	PIEDMONT	Piedmont Directional Signs	700.00	39,741
39742	02/17/2015	PLATT	Rexel, Inc.	465.68	39,742
39743	02/17/2015	POA	Pacific Office Automation	168.22	39,743
39744	02/17/2015	PORTER	Porter Brothers Construction, Inc	1,077,186.75	39,744
39745	02/17/2015	PSE	Puget Sound Energy	10,879.00	39,745
39746	02/17/2015	PUGETINT	Puget Sound Business Interiors Inc	1,699.44	39,746
39747	02/17/2015	REDMOND	City Of Redmond	32.30	39,747
39748	02/17/2015	ROTARSAM	Rotary Club of Sammamish	52.00	39,748
39749	02/17/2015	RRJ	RRJ Company LLC	15,232.45	39,749
39750	02/17/2015	SAM	Sammamish Plateau Water Sewer	270.82	39,750
39751	02/17/2015	SAMMI	Sammamish Award Foundation	3,750.00	39,751
39752	02/17/2015	SEAKING	Seattle King County Dept of Public H	100.00	39,752
39753	02/17/2015	SEALEGAL	Seattle Legal Messenger Services	116.50	39,753
39754	02/17/2015	SEATIM	Seattle Times	2,231.85	39,754
39755	02/17/2015	SONG	Chun Song	197.10	39,755
39756	02/17/2015	SPRAGUE	SPRAGUE	91.98	39,756
39757	02/17/2015	STEINWAY	Steinway, Inc.	914.36	39,757
39758	02/17/2015	STOECKL	Jane C. Stoecklin	135.00	39,758
39759	02/17/2015	STORMLAK	Storm Lake Growers, Inc	731.35	39,759
39760	02/17/2015	SUNBELT	Sunbelt Rentals	915.96	39,760
39761	02/17/2015	SUNCADIA	Suncadia LLC	12,579.77	39,761
39762	02/17/2015	TAGS	Tags Awards & Specialties	80.48	39,762
39763	02/17/2015	THOMASJE	Jeff Thomas	82.80	39,763
39764	02/17/2015	Thompson	Richard J. Thompson	3,155.25	39,764
39765	02/17/2015	THYSSENK	Thyssenkrupp Elevator Corp.	560.30	39,765
39766	02/17/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	10,687.08	39,766
39767	02/17/2015	TOYOTA	Toyota Lift NW	146.97	39,767
39768	02/17/2015	VERIZON	Verizon Wireless	2,413.45	39,768
39769	02/17/2015	VOYAGER	Voyager	3,317.23	39,769
39770	02/17/2015	WITT	Witt Company	313.45	39,770
39771	02/17/2015	WRPA	Wa Recreation & Parks Assoc	1,480.00	39,771
39772	02/17/2015	ZUMAR	Zumar Industries, Inc.	1,492.74	39,772
Check Total:				1,393,804.50	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39773	02/17/2015	BHC	BHC Consultants, LLC	13,325.00	39,773
39774	02/17/2015	BOFA2	Bank Of America	5,458.60	39,774
39775	02/17/2015	EVSAN	Evergreen Sanitation, Inc	2,792.25	39,775
39776	02/17/2015	FIREPROT	Fire Protection, Inc.	1,975.38	39,776
39777	02/17/2015	HONDAKU	Issaquah Honda Kubota	401.36	39,777
39778	02/17/2015	ISSCITY	City Of Issaquah	9,022.50	39,778
39779	02/17/2015	KINGFI	King County Finance A/R	3,596.10	39,779
39780	02/17/2015	ODELL	Thomas Odell	92.45	39,780
39781	02/17/2015	WATRACTO	Washington Tractor	300.00	39,781
39782	02/17/2015	WNPS	Wa Native Plant Society	84.38	39,782

Check Total: 37,048.02

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39783	02/17/2015	48NORTH	48 North Solutions, Inc	1,394.32	39,783
39784	02/17/2015	CADMAN	Cadman, Inc.	606.59	39,784
39785	02/17/2015	CENTRALW	Central Welding Supply	238.01	39,785
39786	02/17/2015	EVANS	David Evans & Associates, Inc	4,832.88	39,786
39787	02/17/2015	EVERSONS	Everson's Econo Vac, Inc.	19,568.88	39,787
39788	02/17/2015	FASTENAL	Fastenal Industrial Supplies	73.11	39,788
39789	02/17/2015	GRAYOS	Gray & Osborne, Inc.	21,234.79	39,789
39790	02/17/2015	HWA	HWA GeoSciences, Inc	14,143.82	39,790
39791	02/17/2015	MINUTE	Mike Immel	162.08	39,791
39792	02/17/2015	INW	INW	28,912.93	39,792
39793	02/17/2015	IRELAND	Jed Ireland	69.08	39,793
39794	02/17/2015	JAYMARC	Jaymarc AV	16,472.60	39,794
39795	02/17/2015	KINGFI	King County Finance A/R	25.53	39,795
39796	02/17/2015	LPD	LPD Engineering PLLC	956.25	39,796
39797	02/17/2015	NWLSVC	NW Landscape Services of WA LLC	26,354.21	39,797
39798	02/17/2015	OILCAN	Oil Can Henry's	108.35	39,798
39799	02/17/2015	PACE	Pace Engineers, Inc.	115.00	39,799
39800	02/17/2015	SHANNONW	Shannon & Wilson Inc	5,432.82	39,800
39801	02/17/2015	NAPA/RED	Woodinville Auto Parts	1,070.14	39,801
39802	02/17/2015	ZUMAR	Zumar Industries, Inc.	1,239.50	39,802
Check Total:				143,010.89	



Meeting Date: February 17, 2015

Date Submitted: 2/11/2015

Originating Department: Community Development

Clearances:

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

Subject: Resolution/Interlocal Agreement: King County – Cities Climate Collaboration Membership

Action Required: Adopt Resolution

Exhibits:

1. Resolution
2. Inter-Local Agreement

Budget: \$2,000

Summary Statement:

The City Council included \$2,000 in its recently adopted budget for the City to join the King County – Cities Climate Collaboration (K4C) in 2015. A resolution is included authorizing the City Manager to sign an inter-local agreement for membership in K4C. Along with King County, there are currently twelve city members in K4C including Sammamish.

Background:

Staff anticipates there will be benefits from being a member jurisdiction related to the implementing of and future refinements to our Comprehensive Plan, Sustainability Strategy and Action Plan. Generally, the following is an excerpt from the K4C section of the King County website describing its activities:

Through the King County-Cities Climate Collaboration, county and city staff are collaborating on:

- Outreach – to develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public
- Coordination – to adopt consistent standards, benchmarks, strategies, and overall goals related to responding to climate change

- Solutions – to share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners
- Funding and resources to secure grant funding and other shared resource opportunities to support climate related projects and programs

Financial Impact: \$2,000 in 2015

Recommended Motion: Motion to approve the resolution and authorize the City Manager to sign the Interlocal agreement.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-_____**

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT WITH KING COUNTY
FOR CITY OF SAMMAMISH PARTICIPATION IN
THE KING COUNTY CITIES CLIMATE
COLLABORATION (K4C).**

WHEREAS, the City of Sammamish and King County, along with almost half of the other cities in King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution; and

WHEREAS, the City and the County believe that by working together, efficiency and effectiveness in making progress towards this goal can be increased; and

WHEREAS, the City and the County wish to achieve this goal in a way that builds a cleaner, stronger and more resilient regional economy; and

WHEREAS, the City and the County are interested in focusing on local solutions to leverage and partner with related collaborative efforts; and

WHEREAS, partnering on sustainable solutions will advance progress towards environmental, climate change, and energy goals such as those adopted by the U.S. Conference of Mayors Climate Protection Agreement; now, therefore,

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

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement with King County and other cities in King County for participation in the King County Climate Collaboration.

Section 2. The Council directs the City Clerk to transmit a copy of this Resolution to the Clerk of the King County Council, a copy of which Interlocal Agreement has been given Clerk's Receiving No. _____.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH,
WASHINGTON, AT A REGULAR MEETING THEREOF THIS _____ DAY OF
FEBRUARY, 2015.**

X

X

Tom Vance
Mayor

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 9, 2015

Passed by the City Council:

Resolution No.: R2015-_____

INTERLOCAL AGREEMENT FOR CLIMATE COLLABORATION

This Agreement (“Agreement”) is entered into pursuant to Chapter 39.34 RCW among participating **Cities of King County**, (hereinafter referred to as the "Cities"), and **King County**, (hereinafter referred to as the "County"), 201 S. Jackson, Suite 701, Seattle, WA 98104 (collectively, “the Parties”) Chapter 39.34 RCW.

Whereas, we, King County and the undersigned Cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

Whereas, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

Whereas, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

Whereas, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

Whereas, partnering on sustainable solutions will advance progress towards Cities’ environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

NOW, THEREFORE, the Cities and King County mutually agree as follows:

1. Purpose and Scope of this Agreement

1.1 The purpose of this Agreement is to outline responsibilities and tasks related to the County and Cities that are voluntarily participating in the King County-Cities Climate Collaboration. The Parties will develop and coordinate on the following efforts:

- (a) Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- (b) Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- (c) Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.

- (d) Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.
- 1.2 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual Party.
- 1.3 All tools, outreach materials, data, collaborative efforts, and other resources that are developed as part of this Agreement are optional for Cities and King County to adopt or utilize.

2. **Organization**

- 2.1 Each Party shall appoint one designee and an alternate to serve as its representative. Upon the effective execution of this Agreement and the appointment of designees and alternate designees for each Party, designees shall meet and choose, according to the voting provisions of this section, representatives to serve as **Chair** and **Vice Chair** to oversee and direct the activities associated with meetings including the development of the agendas, running the meeting and providing leadership.
- 2.2. No action or binding decision will be taken without the presence of a quorum of active designees or alternates. A quorum exists if a majority of the designees present at the meeting. Each designee shall have an equal vote, with a supermajority vote of 75% of all designees being required to approve the final scope of the collaboration program or amend the scope. Any vote to increase the amount of funding required by each Party, however, shall only be binding on those who specifically agree to such increase.
- 2.3 Designees shall have the authority and mandate to administer the Tasks outlined in Section 3.
- 2.4 Designees may approve a Request for Qualifications (RFQ) to secure a vendors or consultants needed to accomplish any Task, and shall interview one or more applicants and make an appointment provided sufficient funds are available.
- 2.5 Designees shall meet and report on a quarterly basis to ensure that Tasks are efficiently, effectively and responsibly delivered in the performance of this Agreement, including the allocation of resources.
- 2.6 Designees shall develop an initial annual work plan and budget which will be finalized within one month of approval of the Agreement by the Parties. Subsequent annual work plans will be developed and approved on or before the anniversary of the adoption of the first years' work plan in conjunction

with budget planning for consideration and adoption by the Parties' legislative bodies.

- 2.7 If direct payment in support of the annual work plan, such as for consultant services or hiring staff, can be arranged by participating Cities, this is preferred. If direct payment occurs, these funds will be accounted for towards that city's contribution. If this is not possible, funds collected from any source on behalf of the Parties shall be maintained in a special fund by the County as *ex officio* treasurer on behalf of the Collaboration. The County shall also serve as the contractual agent for the Parties in acquiring any serviced needed to complete Tasks of the Agreement.

3. Tasks

- 3.1 Climate Collaboration Work Plan.

Finalize the Scope of Work for this King County-Cities Collaboration consistent with this Agreement. This will take place after commencement per Section 5 of this Agreement and is funding-dependent.

- 3.2 Sustain the King County Cities Climate Collaboration (Budget \$10,000)

Pay necessary expenses to support expansion of the King County SWD GreenTools Roundtable program to include every other-month forums on climate-related sustainability issues. The Roundtables will be held at various venues throughout King County and topics will focus on the collaborative actions highlighted in the King County-Cities Climate Pledge: outreach, coordination, solutions, funding and resources. Speakers will include King County and City staff and other invited partners.

- 3.3 Hire a staff member, partial staff member, or consultant to support achieving the priorities identified in the King County-Cities Climate Pledge (Budget \$9,000-\$80,000 depending on commitments made)

- (a) The staff member will help lead implementation of the King County-Cities Climate Collaboration initiatives, including but not limited to: sustainable transportation; clean fuel vehicles; community energy retrofits; renewable energy projects; community outreach; and other topics defined and agreed upon in the final Scope of Work or annual Work Plans. Staff could develop and implement a general countywide program that supports City sustainability projects or programs. Staffing options include hiring a part- to full-time staff from King County or a participating King County City to lead the effort

- (b) Products that will be developed, to be clarified in the process of finalizing the Scope of Work, and dependent on funding, include:
1. Directory of local climate solutions related resources to include:
 - a. County technical expert pool. A list of relevant County technical experts on staff that already support city sustainability projects and programs. This could be expanded with mechanisms for cities to directly contract with County staff to support implementation of specific projects and programs.
 - b. Technical experts from all participating jurisdictions that could help support other cities' efforts, share local success stories, or potentially be contracted out to work with other cities.
 - c. Technical experts from academia, research institutions, utilities and other organizations.
 - d. List of consultants with local experience and expertise on a diverse range of climate and sustainability related functions.
 - e. Best practices and lessons learned from relevant local projects and programs.
 2. Symposium for city and County staff focused on local climate solutions.
 3. Forum for all local technical experts – a broader group than those engaged in the King County-Cities Climate Collaboration – to share information and best practices
 4. Opportunities for local governments to increase understanding and gather information on specific climate change mitigation efforts.
 5. Other products as defined and agreed upon in the process of finalizing the Scope of Work, provided they are consistent with the King County-Cities Climate Pledge and focused on sustainability and climate change related outreach, coordination, solutions, or funding and resources.

4. **Funding**

4.1 The minimum required financial contribution for each King County City to participate in this Agreement is shown below. In no event shall the Cities be responsible for amounts incurred by King County in excess of what is set forth in this Agreement without an amendment according to the terms hereof.

4.2 To the extent this Agreement is renewed annually, the Parties shall update the work plan and contribute funds to King County for estimated costs, as described below, in advance of services provided. Any funds not used in any given year will be used in the execution of the following year’s Work Plan or refunded, on a proportional basis based on initial contributions, within forty-five (45) days in the event of a Party’s termination of this Agreement.

4.3 The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party provided the Party provides notice of termination prior to the other parties prior to the adoption of the annual work plan per Section 2.6.

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
Under 5,000	\$500	Level 1
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
5,000 - 19,999	\$700	Level 2
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
20- 39,999	\$1,200	Level 3
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
40- 65,000	\$2,000	Level 4
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
Over 65,000	\$2,500	Level 5
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
Over 250,000	\$5,000	Level 6
	Seattle	608,660
King County	\$10,000	Level 7

Note: Population data from the Puget Sound Regional Council's download of 2010 census data

5. Duration

This Agreement is effective upon execution by King County and a minimum of eight King County Cities which will contribute at least \$9,000 total, after approval by the legislative body of each Party. The Agreement will be posted on the web site of each Party after authorization in accordance with RCW 39.34.040. and .200. The Agreement will have a term of one year and will automatically renew each year unless terminated as provided in Section 7.

6. Latecomers

Non-party King County cities may opt into this Agreement at any time. If cities join after an annual work is finalized, they will pay a pro-rated amount, calculated as the preceding year’s annual financial contribution for that jurisdiction multiplied by the percentage of the remaining time in the year.

7. Termination

7.1 In addition to termination for lack of appropriation under Section 5, a Party may end its participation in this Agreement upon written notice to the other Parties prior to October 1st to be effective at the end of the calendar year. Except as set forth in 7.2, no refunds will be paid to individual Parties who terminate.

7.2 In the event of individual terminations that result in fewer than eight remaining City participants, this Agreement shall be deemed terminated and all funding remaining after all services, fees and costs incurred to that date are paid, shall be returned by King County to the remaining participants pro rata based on their original relative contribution amounts. Such payment shall be made within forty-five (45) days of the termination date.

8. Communications

The following persons shall be the contact person for all communications regarding the performance of this Agreement.

King County	City of
Matt Kuharic	
King County Department of Natural Resources and Parks Director’s Office	
201 South Jackson, Suite 701, Seattle, WA 98104	
Phone: 206-477-4554	Phone:
E-mail address: matt.kuharic@kingcounty.gov	Email address:

9. **Indemnification**

To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties to include the officers, employees, agents and contractors of the Party, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions, torts and wrongful or illegal acts related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to this Agreement.

In no event do the Parties intend to assume any responsibility, risk or liability of any other Party or otherwise with regard to any Party's duties or regulations.

10. **Compliance with All Laws and Regulations**

The Parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

11. **Non- exclusive Program**

Nothing herein shall preclude any Party from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action.

12. **No Third Party Rights**

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, or to form the basis for any liability on the part of any Party, or their officers, elected officials, agents and employees, to any third party.

13. **Amendments**

This Agreement may be amended, altered or clarified only the unanimous consent of the Parties represented by affirmative action of their legislative bodies.

14. **Entire Agreement**

This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded.

15. Waiver

Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this 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 unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

16. RCW 39.34 Required Clauses

- a) Purpose. See Section 1 above
- b) Duration. See Section 5 above.
- c) Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- d) Responsibilities of the Parties. See provisions above.
- e) Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.
- f) Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- g) Termination. See Section 7 above.

17. Counterparts

This Agreement may be executed in counterparts.

The persons signing below, who warrant they have the authority to execute this Agreement.

By: _____	By: _____
Dow Constantine	Ben Yazici
King County Executive	City Manager
Date: _____	Date: _____



Meeting Date: February 17, 2015

Date Submitted: 2/9/2015

Originating Department: Parks and Recreation

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 checked="" type="checkbox"/> Parks & Recreation | |

Subject: Resolution adopting an amended policy for facility rentals at City Hall.

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Amended policy for facility rentals at City Hall

Budget: N/A

Summary Statement:

This is a resolution amending the policy for facility rentals at City Hall. The changes proposed include the following:

- Administrative changes to ensure consistency with current operating practices
- Expansion of rental hours to include weeknights
- Removal of section 3.06 prohibiting firearms in city facilities to comply with RCW 9.41.290
- Minor edits

Background:

In 2007, the City Council approved a policy for facility rentals at City Hall. Staff desires to amend the policy to address the following items:

1. Ensure Consistency with current rental practices.
 - a. Section 4.01(D) now requires a minimum of 14 days advance notice (previously 7 days) for rental reservations. The policy still allows for exceptions to be made when advance notice is not possible (i.e. rental requests for memorial services).
 - b. Section 4.01(F) allows for weekend rentals to be scheduled 12-months in advance. In most cases, weekend rentals do not interfere with City business needs and can be scheduled a full year in advance. This is consistent with the scheduling practices at the Beaver Lake Lodge.

- c. Section 4.01(J) clarifies that long-term and/or ongoing rentals may only be scheduled on weekends. We are unable to accommodate long-term rentals during the week due to City business needs.
 - d. Section 4.02 amends the payment language to require 50% of the payment at the time of booking, and the balance two months prior. This is consistent with payment processing for Beaver Lake Lodge rentals.
 - e. Section 4.03(A) Increases the attendance threshold for damage deposits from 30 to 75. Again, this is consistent with current practices and damage deposits for smaller groups that are not serving food and/or beverages are not needed.
- 2. Expanded rental hours to include weeknights.
The amended policy will now allow for private rentals to take place in council chambers on weeknights. Section 4.01(D) was amended to reflect this change. Weeknight rentals may be booked up to one month in advance as reflected in Section 4.01(E).
 - 3. Removal of section 3.06 prohibiting firearms in city facilities to comply with RCW 9.41.290
Section 3.06 is stricken from the policy. RCW 9.41.290 preempts a city's authority to enact local laws (this means ordinances, but would also apply to policies such as this) that prohibit possession of firearms on city-owned property or in city-owned facilities. *See* RCW 9.41.290 and RCW 9.41.300 (certain limited exceptions noted therein); *see also* AGO 2008 No. 8.
 - 4. Minor edits
A number of minor edits were made throughout the document. This includes clarifying language where needed.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for facility rentals at City Hall.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
FACILITY RENTALS AT THE SAMMAMISH CITY HALL.**

WHEREAS, the Sammamish City Hall opened in 2006; and

WHEREAS, City Hall facilities may be reserved for private facility rentals; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general guidelines for public facility use; and

WHEREAS, a previous policy governing facility rentals at City Hall was approved by Resolution 2007-307; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policy.

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

Section 1. Policy on Facility Rentals at City Hall, Adopted. The City Council hereby adopts the amended policy for facility rentals at City Hall, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Effective Date. The effective date of this Policy shall be February 18, 2015.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 17th DAY OF FEBRUARY, 2015.**

CITY OF SAMMAMISH

APPROVED

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 11, 2015

Passed by the City Council:

Resolution No.: R2015-_____



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: CITY HALL FACILITY RENTALS		Department: PARKS
		Number: 076.01.04
Effective Date: 02/18/15 01/01/08	Supersedes: R2007-307 N/A	Approved By: City Council
		Date: 02/17/15 12/18/07

1.0 PURPOSE

To establish a policy for facility rentals at Sammamish City Hall.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, [Monday through Friday, except holidays](#).

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, class fees, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Resident: Individuals whose primary address is within the City limits of the City of Sammamish.

Sammamish Commons: City owned property located at 228th Ave SE and SE 8th.

Weekday Rentals: Monday through Friday 8:30 AM to ~~5~~4PM.

Weekend Rentals: Friday 6 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM.

Weeknight Rentals: Monday through Thursday, 5 PM to 10 PM.

3.0 POLICY

All Sammamish City Hall facility rentals are to be in accordance with the following policies:

3.01 Purpose of Rentals

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation Department.

3.02 Facilities Available for Private Rentals

The Council Chambers room is available for private facility rentals.

3.03 Right of Refusal

The City reserves the right to limit or deny rental of City facilities due to staff [un](#)availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.04 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability [or any other unlawful basis](#). Any persons or group using City Hall facilities must follow the same non-discriminatory policy.

3.05 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of a [person's or group's](#) philosophies, policies or beliefs.

~~3.06 Firearms~~

~~Firearms or weapons of any sort will not be permitted or allowed in City Hall facilities or on the premises. This restriction shall not apply to on-duty law enforcement officers.~~

~~3.07~~ Facility Usage Priority

City meetings, hearings, programs, and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-[City](#) co-sponsored events. The same priority structure applies to facility resources, including tables, chairs, and other equipment.

3.087 Liability

- A. The ~~a~~Applicant agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney’s fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the facility rental agreement to the extent caused by negligent acts, errors or omissions of the ~~a~~Applicant, or by the Applicants’ breach of this agreement.

- B. The City is not responsible for lost, stolen or damaged items.

3.098 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities.

3.109 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.110 Facility Rental Fees

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall.

- B. Resident and non-resident fees may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident rate.

3.121 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.

- B. A full refund will be issued for City-initiated cancellations.

3.1312 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.1413 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy.

4.0 PROCEDURE

4.01 Facility Reservations

- A. Scheduling of City Hall facilities is done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, Monday through Friday during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The ~~a~~Applicant must be on site for the entire duration of the rental.
- D. Rental requests are subject to availability and rooms may be reserved during the following times:

Monday – Thursday	8:30 AM – 10 4PM
Friday	8:30 AM – Midnight
Saturday	8 AM – Midnight
Sunday	8 AM – 10 PM
- E. Reservations may be made up to two (2) weeks in advance for weekday rentals, up to one (1) month in advance for weeknight rentals, and up to two (2) months in advance for weekend rentals.
- F. A minimum of fourteen (14) ~~seven (7)~~ days advance notice is required for all reservation requests. Reservation requests received with less notice than previously specified may not be accommodated.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured ~~once~~after the rental application has been approved and fifty percent (50%) of the rental fees have been paid.
- H. The facility is reserved ~~by them~~ half hour increments. Weekday rentals require a two (2) hour minimum reservation. Weekend rentals require a six (6) hour minimum reservation.
- I. City Hall facilities are not available for rental during City recognized holidays.
- J. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee and are limited to weekends only. In most cases requests for an ongoing rental will be approved for no more than three (3) months at a time.
- K. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.02 Payment for Facility Rentals

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

~~Payment in full is due at the time of booking.~~

4.03 Damage Deposits

- A. Rental groups that exceed seventy-five (75) ~~thirty (30)~~ people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. Damage deposits are fully refundable provided the following conditions are met:
 - i. The rented facility is left in a clean and orderly manner.
 - ii. The carpet was not stained or damaged as a result of the rental.
 - iii. The facility was not damaged as a result of the rental.
 - iv. Use of the facility did not exceed the scheduled reservation time.
 - v. All facility equipment is accounted for and not damaged or broken.
 - vi. Additional staff time was not required as part of the rental.
 - vii. All rules/guidelines governing rental use of the facilities were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within four (4) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.04 Rental Cancellations

- A. Weekend rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Weekend rental cancellations made with less than a two (2) month notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.

- C. Cancellations made with less than two (2) weeks' notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.05 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full when the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months notice.

4.06 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required for rentals groups serving alcohol, for events that exceed one-hundred (100) people or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined, single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. Two (2) weeks prior to the facility rental, the ~~a~~Applicant shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:
 - i. Location of activity.
 - ii. Type of activity.
 - iii. Separate Endorsement Sheet
 - iv. Date(s) of coverage.

5.0 GENERAL REGULATIONS

5.01 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is

prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.02 Food and Beverage Service

- A. Food and beverage service is permitted at City Hall. Food and beverage service is allowed in the City Hall lobby area during weekend rentals only.
- B. Kitchen and food preparation areas at City Hall are not available for use by facility rental groups.
- C. Alcohol may be served at City Hall facilities according to the following regulations:
 - i. Alcohol may be served during weekend rentals only and is restricted to the Council Chambers and the City Hall lobby.
 - ii. Alcohol is prohibited in outdoor areas; including the Plaza and all areas of the Sammamish Commons, except by permission of the Parks and Recreation Director or his/her designee.
 - iii. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are prohibited.
 - iv. Beer kegs are prohibited at City Hall.
 - v. A Washington State Banquet Permit must be obtained and displayed in the room during the rental. A copy of the permit must be received by the City of Sammamish at least seven (7) days prior to the rental. It is the sole responsibility of the [a](#)Applicant to obtain and post the permit.
 - vi. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
 - vii. The [a](#)Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity.
 - viii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

5.03 Equipment Usage

- A. The City provides a limited amount of equipment for use during rentals. Rental groups should consult with the City prior to booking their rental for a list of available equipment.

- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment usage inside Council Chambers is subject to approval by the City.
- C. The ~~overhead projector and the~~ PowerPoint projector are available for use by rental groups.
- D. The video equipment, the dais and the computer system in the Council Chambers are not available for use by rental groups.
- E. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- F. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items and early deliveries will not be accepted.

5.04 Minors

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using City Hall facilities.

5.05 Maximum Room Capacities

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

5.06 Set-Up

Room set-up is the responsibility of the aApplicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

5.07 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
 - i. All City equipment shall be cleaned and returned to the proper storage location.
 - ii. All decorations and personal items shall be removed from the facility.

iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.

- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

5.08 Amplified Sound

- A. Use of amplified sound is permitted inside the Council Chambers during weeknight and weekend rentals only.
- B. Use of amplified sound is not permitted in the Sammamish Commons Park except by special use permit issued by the Parks and Recreation Department.

5.09 Decorations

- A. Freestanding decorations are permitted.
- B. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.
- C. Rice, birdseed, confetti, glitter and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

5.10 Flammable Materials

The use of flammable materials is prohibited inside City Hall.

5.11 Fog and Smoke Machines

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm, and may result in immediate evacuation and or possible cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

5.12 No Smoking

Smoking is prohibited inside City Hall.

5.13 Animals

Animals are prohibited inside City Hall. This restriction does not apply to licensed or certified service animals.

Adopted: 12/18/07

Amended: 02/17/15

Exhibit 2



Meeting Date: February 17, 2015

Date Submitted: February 11, 2015

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: 2014 Pavement Program – Overlays
Contract #C2014-130
Final Project Acceptance

Action Required: Adopt the resolution accepting the 2014 Pavement Program – Overlays as complete.

Exhibits:

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

Budget: \$3,513,324 budgeted in 2014

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:

Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Lakeside Industries, Inc. for construction of the 2014 Pavement Program - Overlays in an amount not to exceed \$2,217,848.93 and to administer an approximate 5% construction contingency in an amount not to exceed \$111,000.000. The design and construction management for this project were completed in house by City staff.

Financial Impact:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures is listed below.

Program Budget (101-000-542-30-48-51)	\$ 3,000,000.00
2013 Carry Forward	\$ 513,324.00

Contract Expenditures (C2014-130):

Initial Contract	(\$ 2,217,848.93)
Change Order 1	(\$ 98,294.01)
Final Completed Contract	(\$ 2,309,820.89)

Change Order 1 increased the estimated quantities of work and hours required for traffic control flaggers.

Other costs to this program budget include the completed pavement overlay on the 244th non-motorized project; and material and testing costs; carry over from the 2013 Pavement Overlay Project; ADA sidewalk ramp alterations; and other minor pavement maintenance projects.

Recommended Motion:

Approve the final contract amount with Lakeside Industries, Inc. in the amount of \$2,309,820.89 and adopt the Resolution 2015-XXX accepting the 2014 Pavement Program – Overlays project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-000**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2014 PAVEMENT PROGRAM
- OVERLAYS AS COMPLETE.**

WHEREAS, at the Council meeting of May 6, 2014 the City Council authorized award of the construction contract for the 2014 Pavement Program - Overlays; and

WHEREAS, the City Manager entered into Contract C2014-130 for construction of the 2014 Pavement Program - Overlays with Lakeside Industries, Inc., on May 8, 2014; and

WHEREAS, the project was substantially completed by the contractor on November 26, 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 2014 Pavement Program - Overlays 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 17TH DAY OF FEBRUARY 2015.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

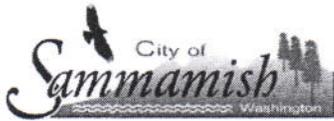
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 11, 2015
Passed by the City Council: February 17, 2015
Resolution No.: **R2015- 000**

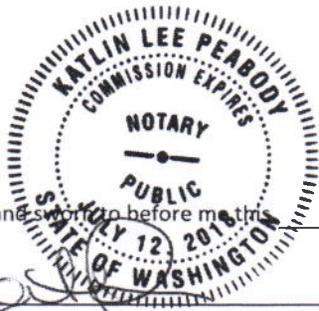


Final Contract Voucher Certificate

Contractor Lakeside Industries Inc.			
Street Address PO Box 7016			
City Issaquah	State WA	Zip 98027	Date 2/06/2015
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2014-130	
Contract Title 2014 Pavement Program - Overlays			
Date Work Physically Completed 11/26/2014		Final Amount \$ 2,309,820.89	

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.



Todd Prodzinski
Contractor Authorized Signature Required

TODD PRODZINSKI
Print Signature Name

Subscribed and sworn to before me this 6 day of Feb 20 15

Katlin Lee Peabody Notary Public in and for the State of WA

residing at Issaquah WA

City of Sammamish

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

Jim Buckley
Project Engineer/Project Administrator

Approved Date 2/9/15

Laura Hulst
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: February 17, 2015

Date Submitted: February 11, 2015

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: Purchase of one Ford Escape

Action Required: Authorize the City Manager to purchase one Ford Escape for Construction Inspection

Exhibits: NA

Budget: The 2015 approved budget includes \$36,000 for vehicle/equipment purchases. The purchase proposed under this Agenda Bill is estimated to cost \$25,500.

Summary Statement:

The recommended vehicle will enable the Public Works' (PW) Construction Inspector to meet with contractors onsite and inspect construction activities to ensure compliance with city, state and federal codes, project plans and specifications and respond to citizen inquiries relating to construction activities.

Background:

The Council approved funds for a new PW Construction Inspector position and a vehicle in the 2015/16 budget. PW has a Machinery & Equipment fund dedicated to purchasing equipment, maintenance and replacements. Money is set aside each year to cover depreciation, maintenance, repair and future replacement costs. This vehicle is available on Washington State's Department of Enterprise Services and will be purchased through them.

Financial Impact:

The actual costs fit within the approved Machinery & Equipment fund budget for 2015.

DESCRIPTION	ESTIMATED COST
Ford Escape	\$23,454
Estimated State Sales Tax	\$1,945
Total for New Vehicle	\$25,399

AVAILBLE BUDGET	BUDGETED AMOUNT
Machinery & Equipment Fund	\$36,000
Less Previously Authorized Vehicle Replacement Purchases	\$0
AVAILABLE BUDGET for Ford Escape purchase	\$36,000

Recommended Motion:

Authorize the City Manager to purchase one Ford Escape for the Public Works' Construction Inspector for a total cost not to exceed \$25,500 including sales tax.



Meeting Date: February 17, 2015

Date Submitted: February 11, 2015

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: Purchase of an air compressor

Action Required: Authorize the City Manager to purchase an air compressor for Maintenance and Operations.

Exhibits: N/A

Budget: The 2015 approved Parks, Surface Water and Transportation Machinery & Equipment fund budgets is \$34,000 and includes the purchase of the proposed new air compressor, which is estimated to cost \$17,500.

Summary Statement:

The recommended air compressor will meet the ongoing needs of Maintenance and Operation to efficiently perform their work in a timely manner.

Background:

Maintenance and Operations (MOC) currently rents an air compressor to perform routine repairs such as patching minor potholes, repairing sidewalks and installing catch basins. They also use it for more major tasks such as pressure cleaning structures, picnic tables, benches, etc. MOC rents the air compressor approximately two months per year, but the equipment could be utilized more frequently if there were no rental expense.

Public Works evaluated the cost of owning and operating a compressor compared to renting one over its typical lifespan of 15 years during development of the 2013/14 budget. At the current rental frequency of two months per year, the breakeven point for purchasing one is eight years. A decision was made at that time to include funds for purchasing an air compressor in the 2015 Parks, Surface Water and Transportation Machinery & Equipment fund budgets, to be split three ways. Five vendors were solicited and the lowest bid is estimated to cost \$17,500.

Financial Impact:

The 2015 budget includes the actual cost of the trailer within the approved Equipment Rental & Replacement Fund.

DESCRIPTION	COST
185 CFM Air Compressor	\$15,950
Estimated State Sales Tax	\$1,388
Total for New Equipment	\$17,338

DESCRIPTION	BUDGETED AMOUNT
Machinery & Equipment Fund – Parks, Surface Water, Transportation	\$34,000
Less Previously Authorized Machinery & Equipment Fund	\$0
AVAILABLE BUDGET FOR 185 CFM Air Compressor purchase	\$34,000

Recommended Motion:

Authorize the City Manager to purchase one 185 CFM Air Compressor for Maintenance and Operations for a total cost not to exceed \$17,500 including sales tax.



Meeting Date: February 17, 2015

Date Submitted: February 11, 2015

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: Purchase of a Traffic Radar Trailer

Action Required: Authorize the City Manager to purchase a Traffic Radar Trailer to be used for Neighborhood Traffic Management Program

Exhibits: Price quote from Western Systems

Budget: The 2015 approved Equipment Rental & Replacement Fund budget is \$58,400 and includes the purchase of the proposed new Traffic Radar Trailer, which is estimated to cost \$20,000.

Summary Statement:

The recommended traffic radar trailer is used by both Public Works and the Police Department in response to neighborhood complaints regarding speeding. The existing Traffic Radar Trailer purchased in 2000 is no longer dependable and is scheduled for replacement in 2015.

Background:

Sammamish has an Equipment Rental & Replacement Fund dedicated to equipment maintenance and replacement. Funds are set aside each year to cover the depreciation, maintenance, repair and future replacement cost. Public Works evaluated the ongoing costs of operating and maintaining (O&M) the current traffic radar trailer during development of the 2013/2014 budget. A decision was made at that time to include funds to purchase a new trailer in the 2015 budget due to extremely high O&M costs. The traffic trailer will be purchased through the Washington State Department of Enterprise Services.

Financial Impact:

The 2015 budget includes the cost of the trailer within the approved Equipment Rental & Replacement Fund.

DESCRIPTION	COST
Traffic Radar Trailer	\$18,238
Estimated State Sales Tax	\$1,679
Total for New Equipment	\$19,915

DESCRIPTION	BUDGETED AMOUNT
Equipment Rental & Replacement Fund	\$58,400
Less Previously Authorized Equipment Replacement Purchases	\$0
AVAILABLE BUDGET FOR Traffic Radar Trailer purchase	\$58,400

Recommended Motion:

Authorize the City Manager to purchase a Traffic Radar Trailer for Maintenance and Operations for a total cost not to exceed \$20,000 including sales tax.



Meeting Date: February 17, 2015

Date Submitted: 2/11/2015

Originating Department: Parks and Recreation

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 checked="" type="checkbox"/> Parks & Recreation | |

Subject: Purchase of a Pre-fabricated restroom building for Sammamish Landing Park

Action Required: Authorize the City Manager to enter into a contract with the Public Restroom Company to furnish and install a pre-fabricated restroom building at Sammamish Landing Park.

Exhibits: Contract with Public Restroom Company

Budget: \$340,000 is allocated in the 2015-16 budget for the restroom building and associated utility improvements and connections.

Summary Statement:

A pre-fabricated restroom building is proposed to be installed at Sammamish Landing Park, west of the Parkway. The building will measure roughly 23 feet in length and 14 feet in width and includes a 9 foot wide covered entry. The building includes a women's restroom with two stalls and a men's restroom with one stall and one urinal. There is a utility chase between the two restrooms and drinking fountains mounted on the exterior of the building.

The Public Restroom Company will be responsible for manufacturing, shipping and installing the building. The City will be responsible to work with the utility agencies to lower the overhead power lines so that the building can be craned in and to coordinate final utility connections for the building. The restroom building will be installed upon completion of the parking lot project, which is currently underway. Approval to purchase the building is needed now to ensure the building is manufactured and available for installation prior to the summer season.

Procurement of the restroom building will be through the National Purchasing Cooperative, the BuyBoard. The BuyBoard was formed between a multitude of cooperating local governments (the City of Sammamish is a member) to streamline the buying process for schools, municipalities and other public entities. The BuyBoard gives public agencies the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based purchasing and ordering, thereby saving time and money.

The Public Restroom Company offers a customized prefabricated structure via the BuyBoard that matches the existing picnic shelters at Sammamish Landing. This restroom building includes proprietary materials and construction methods to ensure an odor-free, safe, vandal resistant and easy to maintain building. They also ensure a quick installation (approximately one week), which is extremely beneficial due to limited access at the park site. The building comes with a 5-year warranty for materials and workmanship and a 20-year warranty for the structure.

Other improvements that will accompany the installation of the restroom building include utilities (electrical, water sewer and drainage), a foundation for the pre-fabricated building, concrete paving around the building and an outdoor shower. A grinder pump will be required for the sewer as the restroom building is lower than the elevation of the sewer line in the Parkway. An electrical connection will be required for the restroom and the grinder pump. Water service will be required for the restroom and the outdoor shower. The costs associated with these additional utility improvements were included in the overall project budget.

Background:

The Phase I development project at Sammamish Landing Park included a central lawn, two picnic shelters, a portable restroom enclosure, gravel walkways, site furnishings, trail improvements with access to existing pocket beaches and two new floating docks. A grand opening for the park was celebrated in July 2013.

Phase II improvements are currently underway and include a new parking lot across the East Lake Sammamish Parkway as well as an accessible path from the Parkway down to the park.

Phase III includes the installation of a pre-fabricated restroom and outdoor shower. The restroom will sit at an elevation roughly 10 feet below East Lake Sammamish Parkway.

Financial Impact:

\$340,000 is allocated in the 2015-16 budget for the restroom building and associated utility improvements and connections.

The total authorization amount requested for this purchasing contract is \$199,893.28. This includes a purchase and installation of the restroom building in the amount of \$175,245 + WSST (\$16,648.28) and an \$8,000 construction contingency to be administered by the City Manager.

Recommended Motion:

Authorize the City Manager to enter into a contract with the Public Restroom Company to furnish and install a pre-fabricated restroom building at Sammamish Landing Park in the amount of \$175,245 + WSST and to administer an \$8,000 construction contingency.



SMALL PUBLIC WORKS CONTRACT

Between: City of Sammamish and Public Restroom Company
Project: Sammamish Landing Phase III - Restrooms
Commencing:
Terminating:
Amount: \$175,245 plus 9.5% WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Public Restroom Company, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish, Sammamish Landing Phase III – Restrooms;

WHEREAS, through BuyBoard National Purchase Cooperative, of which the City of Sammamish is a member, the City sought a Contractor that could provide the City with a turnkey prefabricated restroom building for installation in the City’s project, Sammamish Landing Phase III;

WHEREAS, the City has determined that the contractor offers, through the Cooperative’s bidding process, the lowest responsive and responsible bid;

WHEREAS, the contractor also offers a prefabricated restroom building which, when compared to other available prefabricated restrooms, is most compatible with the City’s existing park structures and improvements in terms of consistency in design and aesthetics; and,

WHEREAS, the contractor has represented that the prefabricated restroom can be installed and functional on or before June 26, 2015 prior to July 4, 2015;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit “A” of this contract (“Work”). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."

3. Payment. The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: 5-years warranty for commercial quality free from defects in materials and workmanship and 20-years warranty for the structural components of the buildings from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

Exhibit 1

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. Insurance. The Contractor shall procure and maintain for the duration of the contract, 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 Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

6.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. Prevailing Wages

7.1 Prevailing Wages. The work under the Contract **may** be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements,** the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the

Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

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

10. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

11. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

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

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

14. Attorneys Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

15. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

16. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

17. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

18. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Contact Name: Ben Yazici
Street Address: 801 228th Ave SE
City, State, Zip: Sammamish, WA 98075
Phone: (425) 295-0500
Contact email: byazici@sammamish.us

CITY OF SAMMAMISH, WASHINGTON

By: _____
Title: City Manager
Date: _____

Attest/Authenticated:

City Clerk

TO CONTRACTOR:

Contractor: Public Restroom Company
Contact Name: Steve Caliger
Street Address: 2587 Business Parkway
City, State, Zip: Minden, NV 89423
Phone: (888) 888-2060
Contact email:
Steve@publicrestroomcompany.com

CONTRACTOR, WASHINGTON

By: Chas E Kaufman
Title: President
Date: 2-11-15

Approved as to Form:

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

**Final Proposal: Sammamish Landing, Sammamish, WA****Date: February 10, 2015**

PRC offers to *furnish and install turn-key* the public restroom building quoted below for this project. We offer to construct off-site, deliver, and turn-key install the building on-site, subject to any exceptions noted in our "Scope of Work" herein.

Cost for the Restroom Building turn-key installed: \$175,245

Building -	\$159,438
Freight and Crane -	\$8,412
Turnkey Installation -	\$7,395

This price does not include the 9.5% sales tax that will be billed separately.

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Owner/General Contractor Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and the footings.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. PRC has visited the site and acknowledges that the access is suitable for building delivery, provided the owner / general contractor takes responsibility for de-energizing the overhead power lines.

2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor's responsibility to properly mark them and verbally notify PRC before installation.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution:

If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the final connections of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their Subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, that have the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms –No Deposits, Pay When Paid:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification. We make sure our billing to you coincides with the owner's requirement for monthly billing dates.

In the event of project stoppage, additional fees may be assessed for re-mobilization, building storage for more than 6 months, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under “Exclusions,” herein.)

Installation of Utilities Under the Prefabricated Building:

We fabricate off-site an underground utility (electrical, water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will excavate the trenches to the proper depth per local code and set the plumbing and electrical prefabricated piping trees into code depth excavated trenches.

Your utility POC’s start nominally 6’ from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The Owner/General Contractor brings utility services to within 6’ of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection “inside” the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6’ from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6’ from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6’ from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 120 day schedule to complete our scope of work from receipt of written notice to proceed. Providing we receive that by February 28, 2015 PRC agrees to an installation date of June 26 2015. The physical installation by PRC should take less than 4 days.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the Owner/General Contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines (unless PRC is guaranteed that the power lines will be de-energized by the City and the Power Company at the time of building placement) at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. Traffic control requirements coordinated by the Owner.
2. Any trench plates needed for protection of site soils, sidewalks, or site utilities.
3. Sidewalks outside the building footprint.
4. Survey, excavation, and installation of the building pad and footings (if required) per our attached plans.
5. Soil conditions not suitable for bearing 1500 psf.
6. Improper water pressure, an undersized meter, or improper water flow to the building.
7. Building chlorination is by Owner/General Contractor.
8. Bonds, building permits, site survey, special inspection fees, minor trash removal, final utility connections, minor plumbing leaks if water is not available when building site work installation is complete, site soils or improvements if damaged during installation, landscaping.
9. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to you.
10. The Owner/General Contractor shall be responsible for minor site debris removal or a location for placement on site, (nominally one pickup truck of shipping materials.)

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations. For all work done in the state of Washington, PRC shall pay current prevailing wages issued by the Department of Labor and Industries, and file intents and affidavits accordingly.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the Owner and General Contractor as additional insured during this period.

PRC provides the Owner and General Contractor a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid

preliminary notice to begin drawings subject to final owner approval of our submittals and Owner/General Contractor receipt of a contract from the owner or a purchase order/contract.

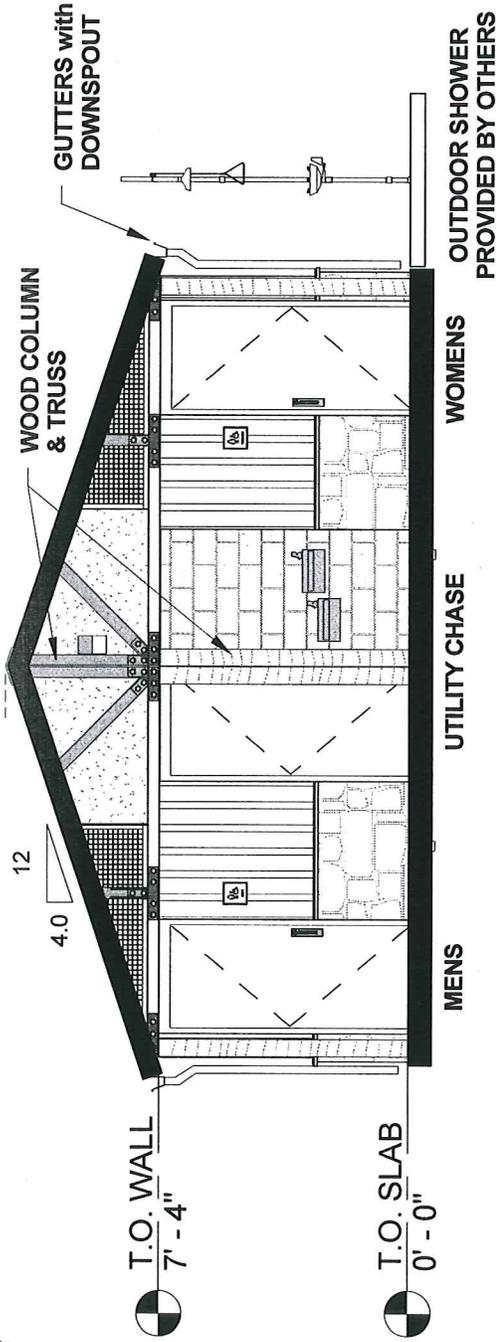
Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

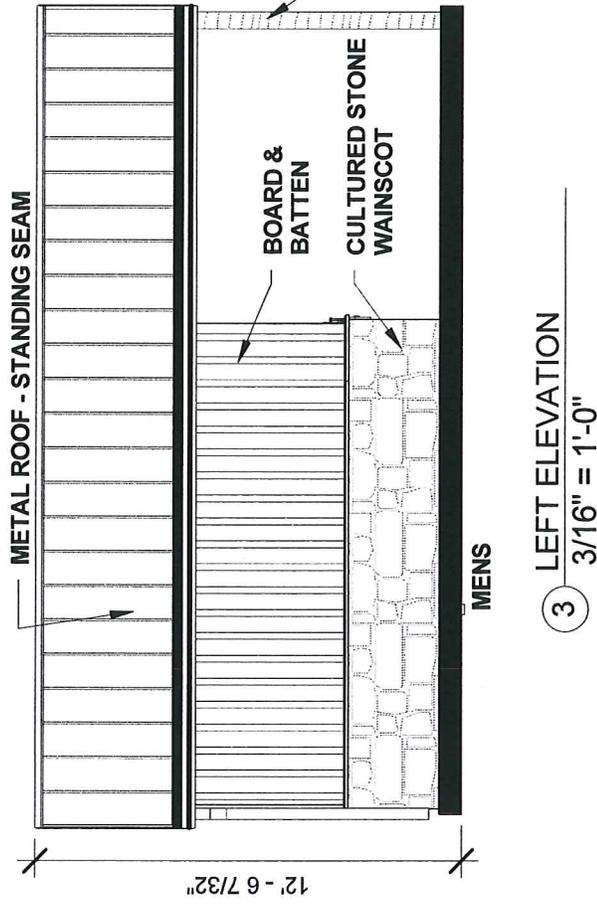
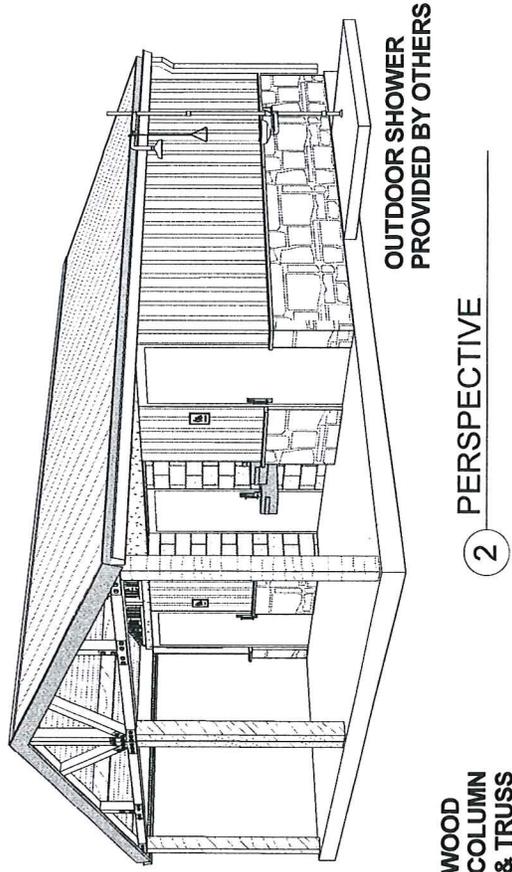
Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of PRC.



1 FRONT ELEVATION
3/16" = 1'-0"



REVISION BY: EVE	REVISION DATE: 1/29/2015	REVISION # 1
DATE: 12/16/2014	DRAWN BY: EVE	
PROJECT #: 9394		
MAXIMUM PERSON AN HOUR:		
180 M		

RESTROOM BUILDING
SAMMAMISH LANDING
SAMMAMISH, WA

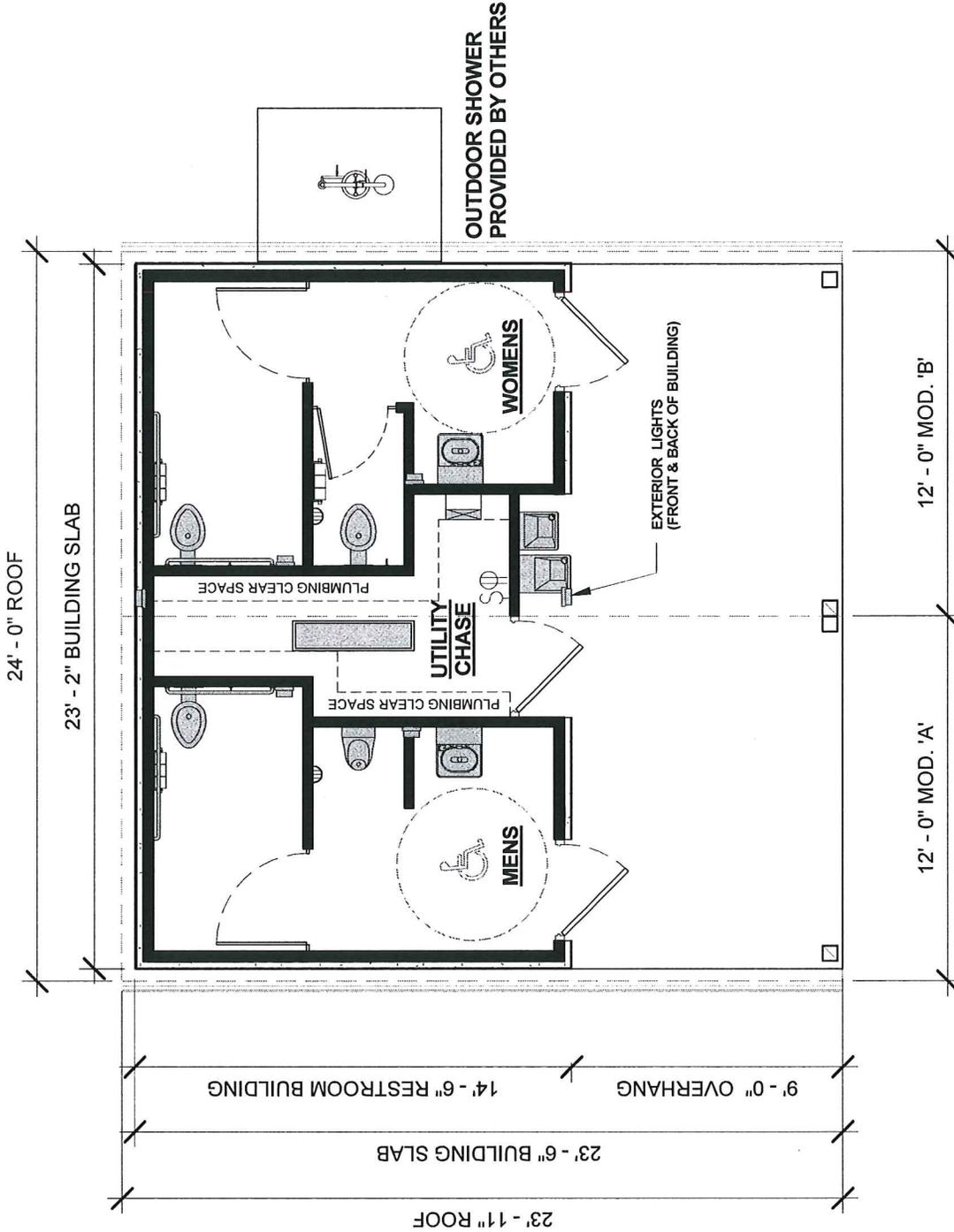
BUILDING TYPE:
PROJECT:

PUBLIC RESTROOM COMPANY
Building Better Places To Go.SM

Ph: 888-888-2060 | Fax: 888-888-4438

~NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRESIDE

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1 FLOOR PLAN
3/16" = 1'-0"

REVISION BY: EVE REVISION DATE: 1/29/2015 REVISION # 1

DATE: 12/16/2014 DRAWN BY: EVE
PROJECT #: 9394

MAXIMUM PERSON AN HOUR:

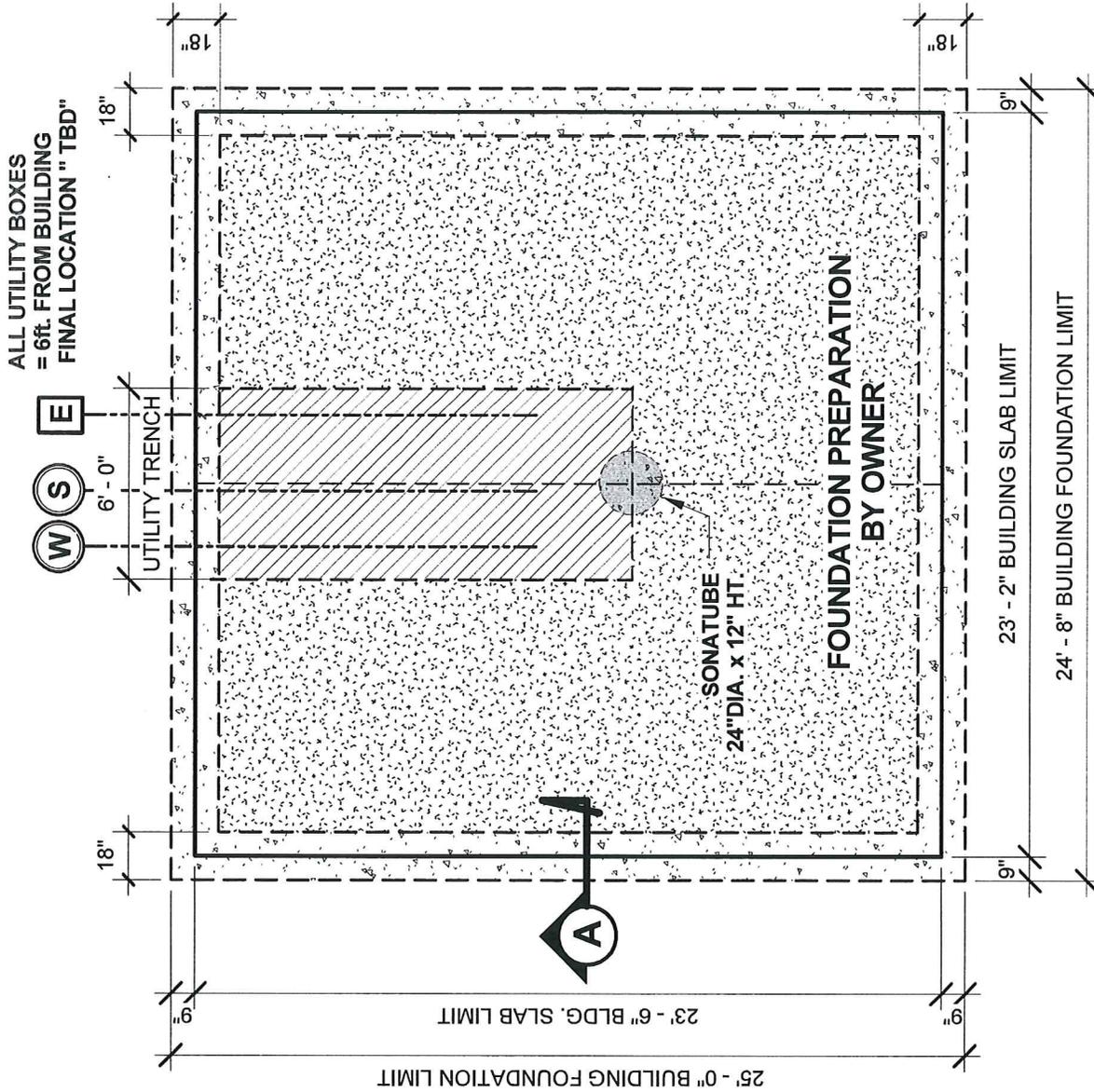
180 M

BUILDING TYPE: **RESTROOM BUILDING**
PROJECT: **SAMMAMISH LANDING
SAMMAMISH, WA**

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.SM
Ph: 888-888-2060 | Fax: 888-888-1448



1 FOUNDATION PREPARATION PLAN

3/16" = 1'-0"

REVISION BY: EVE REVISION DATE: 1/29/2015 REVISION # 1

DATE: 12/18/2014 DRAWN BY: EVE
PROJECT #: 9434

FOUNDATION PLAN

BUILDING TYPE: RESTROOM BUILDING
PROJECT: SAMMAMISH LANDING
MAX. PERSON AN HOUR: 90
SAMMAMISH, WA

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.SM

PH: 888-888-2060 | FAX: 888-888-4448

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Exhibit 1

DESIGN LOADS

Date: 02/10/15	Size: 14' x 22' 8"	Floor: Mat Slab
Public Restroom Company	Description: Restroom building with	Wind: 90 C
Location Sammamish Landing	Covered entry	Roof: 25
Project: Sammamish, WA	State Seal: Washington	

TYPE OF BUILDING

Walls to 7'4"	Masonry w/wainscot to 32"
LVR	Wood framed walls above cap beam, plank & beam roof structure, 1-1/2" x 1-1/2" x 1/4" S.S. vent, typically 2 each per corner

FLOOR SYSTEM

Type	Concrete - standard weight @ 7,700 PSI with less than 3% moisture absorption
Floor finish	
Entire bldg	Exposed concrete with light broom finish with water resistant coating
Fiberglass grates	Yes Provide grates for slab openings Qty (3)
Foundation Tie-Downs See note	Yes Provide steel angle tie down plates

Note: (Required for buildings that will be placed on concrete footings)

WALL SYSTEM (structural)

Framing

Exterior	4" CMU	Precision, all rows, gray
Interior	4" CMU	Precision, gray
Cap beam (all walls)		Steel tube, painted
Above cap beam (all walls)		2x3 wood framing with PT bottom plate
Vents (exterior RR walls)		Above cap beam: 1-1/2" x 1-1/2" x 1/4" S.S. Wire mesh
Vents (Mech)		Sunvent Industries model #157 EX w/O.B Damper
Sheathing (framed walls above cap beams)		7/16" OSB both sides - Note: paint one side of the OSB
Sheathing (over CMU - ext only)		3/4" PT plywood (required when cement board siding is installed over CMU)

WALL FINISHES - Exterior

CMU	Paint over 2 coats heavy block filler full height, in alcove only - color selected by owner
Wainscot	Cultured stone, sealed, to 32" style selected by owner
Siding	Cement Board (sheet), painted - stucco pattern, above cap beam color selected by owner
Siding	Cement Board (sheet), painted- cedarmill pattern, board and batten, above wainscot to cap beam
Corners	Cement Board - painted
Door trim	Cement Board - painted
Mod line trim	Cement Board - painted
Mod line trim	Backer rod & caulk, painted
Vent trim	2x2 wood - painted
Other	Provide lexan covers for vents

WALL FINISHES - Interior

Restrooms	to cap beam	Block filler & regular paint
	Base	None
	Above cap beam	Regular Painted Cement Board - stucco pattern
Mechanical	to cap beam	Unpainted CMU but seal to 24" AFF
	Above cap beam	Regular Painted OSB

Exhibit 1

ROOF SYSTEM

Style:	Gable with 4/12 pitch, 8" overhang on 3 sides, 9' covered entry at front
Roofing:	26 ga 12" wide Standing Seam "Metal Sales Image II" (prefinished) over ice and water shield HT
Truss:	Wood with painted gusset plates
Framing:	Plank & beam
Ridgebeam	3-1/2 painted Glulam tapered one side
Mid Span Beams	3-1/2 painted Glulam tapered one side
Ceiling:	2x6 KD T&G Select Deck - stained
Insulation:	None
Sheathing:	7/16" OSB
Gutters & downspouts:	Provide Metal Sales gutters for site installation
Fascia - eave & rake:	2 x 8, 2 x 6 KD SPF

DOORS & HARDWARE

	Qty	Size	1 & 2 Type	3 Hinge	4 Lock	5 a Closer	5 b Pull plate	5 c Recessed pull	5 d Thresh	5 e Sweep	Notes
Men's RR	1	3'x7'	HM	Cont	B663	yes	both sides		no	no	6a
Women's RR	1	3'x7'	HM	Cont	B663	yes	both sides		no	no	6a
Mechanical	1	3'x7'	HM	Cont	B660	no	both sides		270A	321 SSN	6b

1. DOOR TYPES:

- a) HM: GALVANIZED HOLLOW METAL, 14 GA DOOR w/ 14 GA FRAME.

2. ALL H.M. DOOR FRAMES:

- WELDED WITH MASONRY ANCHORS.
4-3/4" WIDE, TYPICAL
4" MASONRY HEADERS

3. HINGE SPECS

- a) CONT = PEMKO KCFM-83" HD CONTINUOUS GEAR HINGE

4. LOCKS

- a) DEADBOLT: SCHLAGE B SERIES 626 WITH LARGE FORMAT TEMPORARY CORE
1) B660J - KEY ONE SIDE, ADA TURN LEVER LOCKS AND UNLOCKS
2) B663J - KEY ONE SIDE, ADA TURN LEVER UNLOCKS ONLY

5. HARDWARE SPECS:

- a) CLOSER: LCN 4211 (add CUSH ARM for out swing doors)
b) PULL PLATES:
1) PULL PLATE: ROCKWOOD VRT14C x VRT16C US32DMS (WITH MICRO SHIELD AND LATCH GUARD)
c) RECESSED PULL: CUSTOM MADE S.S..
d) THRESH: PEMKO (#229A FOR TILED FLOORS, #270A FOR NON TILED FLOORS)
e) SWEEP: PEMKO 321 SSN

6. OTHER:

- a) MAGNETIC LOCKS - SUPPLY & INSTALL SECURITRON SYSTEM
b) PROVIDE DOOR STOP (Ives WS449B26D)

Exhibit 1

RESTROOM ACCESSORIES

ITEM	QTY	SIZE	MANUFACTURER / MODEL #	FINISH	NOTES
Grab Bars	2	18"	Pro Plus	S.S.	
Grab Bars	2	42"	Pro Plus	S.S.	
Grab Bars	2	48"	Pro Plus	S.S.	
Signs - rectangular room ID ADA - "Men"	1	6"x8"	Sign Elements		Aluminum Blue
Signs - rectangular room ID ADA - "Women"	1	6"x8"	Sign Elements		Aluminum Blue
Toilet Paper Holders	3	3-roll	Royce Rolls TP-3 w/lock	S.S.	
Urinal Screens	1		See note below		
Toilet Partitions	3	TOILET PARTITIONS TO BE 4" BLOCK WITH PHENOLIC DOORS AND S.S. HARDWARE (1) utility hook * is included with each toilet partition door			
Hand Dryer	2		Dyson Airblade V	Nickel	Surface mount
Shelf for water heater	1		Blazer	white	
Soap Dispenser	2		Bobrick B-2111	S.S.	
Utility Hook *			Franklin Brass 5501	S.S.	

MISC

Sight screens	n/a
Covered Entry:	(4) 6x6 wood posts and wood truss with painted gusset plates color selected by owner
Shrink wrap	Yes

Exhibit 1

PLUMBING**Restrooms**

Fixture type	Vitreous China		
Toilets	Qty: 3	Kohler K-4323	
Carrier	Zurn Z-1203-N3		
Seats	standard	Bemis 1955C (Black)	
Flush valves	hydraulic	Zurn ZH6152AV-WS1-7L-MB-BG	
Urinals	Qty: 1	Kohler K-4904-ER-1.0	
Flush valves	hydraulic	Zurn ZH6195AV-WS1-7L-MB-BG	
Lavs (wall hung)	Qty: 2	Kohler K2007	
Faucets	Chicago 807-E12-665 PSHCP TEMPERED		
Floor drains:	Qty: 2	Zurn ZN460-5B-2NH with Proflo PFP-2500 trap primer	

General

Shower	Provide ball valve for water line to future outdoor shower		
Water heater	Yes	Tempra 24 Plus Tankless Water Heater by Steibel	
Tempering valve	Yes	Watts LFMMV	
Water heater	Yes (2)	Chronomite SR-15L/120	
Drinking fountain	Yes (2)	Acorn Aqua 151400 B-FG (DF-WM-SS)	
Water filter	Yes	(single) Keystone CG10	
Pressure Gauge	Yes	Proflo PFXPG100K	
Check valve	Yes	1-1/2" Proflo PFX31SJ (lead free)	
Pressure reducing valve	Yes	1-1/2" Watts LF25 AUB (lead free)	
Diaphragm tank	Prep only		
Hose bib (interior)	Yes	Woodford 24-PC in mechanical room	
Hose reel	Yes	Rapid Reel #1041-GH with hose bib and 75' hose	
Water	Copper	Insulated	Hot Cold
Waste	PVC		
Vent cap	Yes	Smith 1748	
Corp stop	Yes	McDonald 73149B 1-1/2"	

ELECTRICAL

Service	200 amp	120/240 volt	single phase
Meter base	no - if required, it should be by others		
Panel	200 amp - main breaker	Square D QO112M100	
Breakers	Plug on	Square D QO	
	() Single pole 20 amp	QO120	
Raceway	Metallic (EMT in exposed areas & MC Cable where concealed)		
Receptacles	(1) Dedicated GFCI	Leviton 7899-I	
Switches	(2) Single pole (1 BYPASS)	Leviton 1221-I	
	(2) Motion sensor	Wattstopper DT200	
	(2) Power pack	Wattstopper BZ50	
	(2) Wire guard	Wattstopper WC1	
	(1) Timer Switch		
Lights - Exterior	(2) 32 watt LED	Kenall FN9L	
	Controlled by photo cell		
	Controlled by BYPASS SWITCH		
Lights - RR	(4) 50 watt LED	Kenall H1212FD-PP-DB-50L40K	
	Controlled by motion sensor		
Lights - Mechanical	(1) 4 ft.-2 lamp- fluorescent diffused	Lithonia LB232-120	
	(2) 32 watt T8 lamp	Sylvania F032/735/ECO	
	Controlled by single pole switch		
Wire for	(2) Hand dryer	Dyson Airblade V	
Wire for	Securiton system (2 doors)		
Wire for	(1) Water heater	50 gal. - 11000 watt	
Wire for	(2) Water heater	Chronomite SR-15L/120	
J-box and empty conduit for:	(3) future owner installed equipment		

NOTE: Securiton system to be supplied including exit button

EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

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
- Individual/Proprietor
- Other (explain)
- Consultant

TIN No.: 98-1289691 Social Security No.: _____

Print Name: Charles Kaufman
 Title: Partner
 Business Name: Public Restroom Company
 Business Address: 2587 Business Parkway
Minden, NJ 89423
 Business Phone: 888. 888. 2060 EXT 101

2/11/15
Date

Charles E Kaufman
Authorized Signature (Required)



Meeting Date: February 17, 2015

Date Submitted: 2/10/2015

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: National Pollutant Discharge Elimination System (NPDES) Permitting Requirements
Stormwater Outreach

Action Required: Authorize the City Manager to execute a contract with Triangle Associates, Inc. for stormwater outreach focused on protection of Kokanee habitat and water quality

Exhibits: Contract and Scope with Triangle Associates, Inc.

Budget: This contract will be 100% funded using a grant from the King Conservation District (KCD). Money for this contract is contained within the adopted budget for 2015/16. The money is budgeted in the Surface Water Management Fund under Engineering and Professional Services. Currently there is \$250,000 budgeted in the fund (408-000-531-32-41-00) for 2015/16.

Summary Statement:

This contract with Triangle Associates, Inc. will develop and present hands-on classroom workshops for third through fifth grade students and an interactive community booth at three community events based on protecting Kokanee in local waterways. Current targets for community events are the Kokanee Fry Release Event and the Sammamish Farmers Market. The activities will accommodate a variety of learning styles and will be designed to involve and educate students and the community on the effects of non-point pollution in local stormwater, focusing on the protection of Kokanee habitat and water quality. The program will teach participants how their individual actions can make a positive or negative impact on local waterways.

Background:

Kokanee salmon "the Little Red Fish" are native to the Lake Sammamish watershed but now spawn in only a few streams that feed into Lake Sammamish (Ebright Creek, Pine Lake Creek, Laughing Jacobs Creek, and Lewis Creek). The City Council has previously requested that stormwater outreach specifically focus on Kokanee habitat and water quality. As part of the City's NPDES permit, we are required to provide outreach and education programs that identify specific groups to target with our educational programs. Children are one target audience that is important for desired behavior changes. Classroom workshops and community events will allow the greatest success at reaching this target

audience. The Kokanee Fry Release Event is currently being planned for April 2015, with children from several elementary schools in attendance. It is critical that we begin work to prepare educational programs for this and upcoming events and school workshops.

Financial Impact:

The intent of this contract is that the City will be reimbursed using King Conservation District grant funds, and therefore will see no financial impact. The stormwater fund has been identified because it is necessary to show that we have funds to dispense, but it should be noted that those funds will be reimbursed by KCD. The contract includes the administrative costs to obtain the KCD grant.

Recommended Motion:

Authorize the City Manager to execute the attached contract with Triangle Associates, Inc. in the amount of **\$23,275.97** for stormwater outreach services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Triangle Associates, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Triangle Associates, 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 \$ **23,275.97**

___ 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 December 31, 201___, 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 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:
Company Name Triangle Associates, Inc.
Contact Name Erin Hislop
Street Address 811 1st Ave, Suite 255
City, State Zip Seattle, WA 98104
Phone Number 206-583-0655
Email ehislop@triangleassociates.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.

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

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: E. Hislop

Print Name: _____

Print Name: Erin Hislop

Title: City Manager

Title: Senior Associate

Date: _____

Date: 2/11/15

Attest/Authenticated:

Approved As To Form:

Exhibit 1

City Clerk

City Attorney

Exhibit A

**National Pollutant Discharge Elimination System (NPDES) Permitting Requirements
Stormwater Outreach**

**Proposed Scope of Work and Budget
2015**

Project Tasks

Elementary school classroom stormwater pollution prevention workshops; Interactive community event booths; Additional educational program options listed at bottom of this scope

Summary

Consultant will adapt previously developed classroom stormwater workshops and an interactive community event booth based on current key pollution prevention messaging provided by the City (e.g. protecting Kokanee in local waterways) and present hands-on classroom workshops for third through fifth grade students, as well as interactive community booths at three community events. The activities will accommodate a variety of learning styles and will be designed to involve and educate students and the community on the effects of non-point pollution in local stormwater. The program will teach participants how their individual actions can make a positive or negative impact on local waterways.

Messaging will be consistent with National Pollution Discharge Elimination Systems (NPDES) permit education requirements, the regional STORM committee's *Puget Sound Starts Here* campaign, and City of Sammamish education and outreach objectives.

Method

Classroom workshop and interactive booth materials were originally developed for the City of Sammamish in 2010-2011. Adapting the existing materials to meet City education and outreach needs in 2015 will allow economies of scale in providing outreach and developing updated materials.

Consultant will provide up to 10 days of classroom presentations, providing 2-5 one-hour classroom workshops per school visit. Consultant will assume all responsibility for program promotion, school outreach and direct scheduling with teachers and school staff.

Consultant will provide up to three interactive booth presentations at three events held in the spring or summer of 2015. City of Sammamish will coordinate with community event organizers and secure space/time for up to three spring or summer interactive booths on three days in April-August 2015. The City of Sammamish will also provide any additional participation incentives. (Ideas for events to participate in include Kokanee Spring Release Party, Teen Night, Fourth of July community gathering, Sammamish Farmer's Market, etc.)

Materials for interactive community event booths and hands-on classroom workshop materials will teach students and community members

- what a watershed is and how to recognize that their drainage basin is part of a larger system.
- the effects of their individual actions on aquatic life, including Kokanee salmon in Sammamish ("the little red fish").
- that their personal choices can have positive and negative effects on stream and Kokanee health.
- that macroinvertebrates are a sign of surface water health.

Specific edits to existing materials will include

- adding/replacing key messages based on City of Sammamish input and priorities.
- adding/replacing graphics to incorporate new messaging as necessary.

Evaluation/Results

Consultant will collect and compile evaluation materials and feedback from teachers, students, and community members. Consultant will work with event evaluators to obtain feedback regarding the City's presence at community events.

Timeline for Community Event Outreach

Exhibit 1

- Consultant to meet with Project Manager for event messaging and scope TBD (by March to have a presence at the April Kokanee Release Party, otherwise May for summer planning).
- Material development will be completed April-August.
- Consultant will provide a brief summary to the City after each event and document suggested modifications for future years.
- Consultant will incorporate results into final project report by December 31, 2015. Report will include a summary of services provided, photos when applicable, project successes, project difficulties, and lessons learned.

Timeline for Schools Outreach

- Consultant to meet with Project Manager in June to determine messaging and materials for schools outreach.
- Material and script development will be completed June-September.
- Scheduling, up to 10 presentation days, including 2-5 workshops per school visit, will occur September-December.
- Reports will include a summary of services provided, photos when applicable, project successes and project difficulties.
- Consultant will recap with client in December and document suggested modifications for future years. To be completed by December 31, 2015.

2015 Proposed Budget and Deliverables

Task	Project Staff	Hours Estimates	Cost
COMMUNICATION / PROJECT MANAGEMENT Includes ongoing communication with the City throughout contracts, picking up/dropping off materials at City Hall, and final wrap-up meeting	Hislop	10	\$1,252.30
SCHOOL OUTREACH Includes updates to existing scripts and materials based on client key messages and up to 10 days of classroom presentations, including 2-5 classroom workshops per school visit.	Hislop Outreach Staff	30 100	\$3,756.90 \$6,300.00
OUTREACH AT COMMUNITY EVENTS Includes updates to existing materials based on client key messages and interactive booths at up to three community events.	Hislop Outreach Staff	15 30	\$1878.45 \$1890.00
SCHEDULING Includes development of promotional outreach materials, marketing to, scheduling with, and confirming appointments with schools and event organizers, as well as City staff.	Hislop Administrative/ Scheduling Staff	5 15	\$626.15 \$825.00
MATERIALS Includes updated printed and laminated outreach materials, and purchasing perishable and/or any additional materials.			\$2,000.00
MILEAGE Assumes current IRS mileage reimbursement rate for two meetings with City, three local community events, and up to 10 school visits.		\$0.575/mile; up to 750 miles	\$431.25
FINAL REPORT Includes summary of all services provided between	Hislop Outreach Staff	4 5	\$500.92 \$315.00

Exhibit 1

start of contract and December 31, 2015, photos when applicable, project successes and project difficulties.			
KCD GRANT APPLICATION AND REPORTING (Estimate based on 2010-11 hours experience with this process.) Includes <ul style="list-style-type: none"> • KCD grant application • KCD progress report • KCD final report • KCD expense reports (2) 	Hislop	LS	\$3,500
Grand Total			\$23,275.97

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
 801 228th 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.: 91-1549478 _____

Social Security No.: _____

Print Name: Erin Hislop _____

Title: Senior Associate _____

Business Name: Triangle Associates, Inc. _____

Business Address: 811 1st Ave, Seattle WA 98104 - Suite 255

Business Phone: 206-583-0655 _____

2/11/15
Date

Authorized Signature (Required)

COUNCIL  **MINUTES**

**Regular Meeting
February 3, 2015**

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

Councilmember Absent: Nancy Whitten

MOTION: Councilmember Gerend moved to excuse Councilmember Whitten. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Laura Philpot, Assistant City Manager/Public Works Director
Jeff Thomas, Community Development Director
Joe Guinasso, Finance and Technical Services Director
Beth Goldberg, Director of Administrative Services
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Odell led the pledge.

Approval of Agenda and the Consent Agenda

MOTION: Deputy Mayor Huckabay moved to approve the agenda including the Consent Agenda. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Student Liaison – Joe Bretle

The Tolo dance was last weekend. Election for next year's ASB officers are taking place. The Math Club competed in the Northwest Math competition in Bellingham. The 11th & 12th grade team, comprised of Caleb Mock, Lisa Tang and Kevin Chen placed second overall. In individual competition Gordon Lee placed fourth and Caleb Mock scored second. Solo and Ensemble took place at Issaquah High School with over

100 Skyline students participating. Stinky Sneaker basketball game is next weekend. The game raises money for the American Heart Association. Recruitment for Counselors for 5th grade camp is taking place now.

Presentations/Proclamations

Planning Commission Interviews

The following applicants were interviewed for the Planning Commission:

Eric Brooks
Shanna Collins
Larry Crandall
Jagadeesh Kunda
Christie Malchow
Thomas Mudayankavil
Chris Ross
Erin Vosti-Lal

Public Comment

Marge Qualls, 4916 192nd Drive NE, Spoke regarding the removal of the Opticom gate in her neighborhood.

Christie Malchow, 20920 SE 8th Place, Spoke regarding illegal parking in her neighborhood.

Richard Kuprewicz, 4643 192 Drive SE, Speaking on behalf of his HOA, he would like to see a decision made on the removal of the Opticom gates. He would like this issue to be put on a Council agenda.

Raylene, Canbe, 4818 192nd Drive SE, She was glad to hear the issue of the Opticom Barricade removal will be placed on an upcoming Council Meeting.

Wally Peyrerra, 148 East Lake Sammamish Parkway SE, He was supportive of the Council bringing the advisory vote on Initiative and Referendum process.

Tom Harmon, 4369 243rd Avenue, He feels a community council could play an important role if Klahanie is annexed and should be part of the annexation vote. It will provide a bridge between the City and Klahanie.

Council recessed from 8:07 pm to 8:17 pm

Consent Agenda

- Payroll for period ending December 31, 2014 for pay date January 5, 2015 in the amount of \$ 284,978.14

- Payroll for period ending January 15, 2015 for pay date January 20, 2015 in the amount of \$298,463.27

Approval: Claims for period ending January 6, 2015 in the amount of \$ 1,385,615.44 for Check No. 39337 through 39455

Approval: Claims for period ending January 20, 2015 in the amount of \$ 2,496,831.63 for Check No. 39456 through 39590

Approval: Claims for period ending February 3, 2015 in the amount of \$ 998,288.09 for Check No. 39591 through 39668

Resolution: Authorizing The City Manager To Execute An Interlocal Participation Agreement With Buyboard National Purchasing Cooperative And To Take Such Actions As Are Necessary For The City To Participate In A National Purchasing Cooperative In Compliance With State Law Requirements (R2015-614)

Approval: Interlocal Agreement between the cities of North Bend, Issaquah, Snoqualmie, and Sammamish for Public Defender Monitoring Services

Approval: November 4, 2014 Regular Meeting Minutes

Approval: January 6, 2015 Regular Meeting Minutes

Approval: January 13, 2015 Special Meeting Minutes

Public Hearing - None

Unfinished Business

Ordinance: Second 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

Police Chief Nate Elledge gave the staff report. Changes made from the first reading of the ordinance defines more clearly who is responsible for control of the premises and raised the fine from \$250 to \$500 for first offense and \$1,000 for a second offense.

MOTION: Councilmember Gerend moved to approve the ordinance related to underage gatherings and adopting a new Chapter 8.20 of the Sammamish Municipal Code. Councilmember Odell seconded. Motion carried unanimously 6-0 (O2015-385).

Ordinance: Second 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

Chief Elledge gave the staff presentation. He explained the change made from the first reading of the ordinance included parking in bike lanes. Parking in front of mailboxes is part of another ordinance and does involved a \$71 fine.

MOTION: Councilmember Valderrama moved to approve the ordinance related to Parking Violation and amending sections 46.30.050, 46.30.060, and 46.30.070 of SMC. Deputy Mayor Huckabay seconded. Motion carried unanimously 6-0 (O2015-386).

New Business

Resolution: Requesting That The King County Director Of Elections Hold A Special Election On April 28, 2015 For The Purpose Of Placing On The Ballot A Proposition Concerning The Annexation Of Certain Property Known As The Klahanie Potential Annexation Area To The City Of Sammamish; Further Requesting Publication Of A Local Voters' Pamphlet For Such Ballot Proposition; And Providing For Other Matters Relating Thereto.

Community Development Director Jeff Thomas gave the staff report and a PowerPoint presentation (available on the City's website at www.sammamish.us)

MOTION: Councilmember Gerend moved to approve the resolution directing the Director of King County Elections to place a proposition on the April 28, 2015 Ballot regarding the annexation of the Klahanie Potential Annexation Area to the City of Sammamish. Councilmember Odell seconded. Motion carried unanimously 6-0 (R2015-615).

Resolution: Requesting That The King County Director Of Elections Hold A Special Election On April 28, 2015 For The Purpose Of Placing On The Ballot An Advisory Proposition Regarding The Adoption Of The Powers Of Local Initiative And Referendum To The Extent Provided By Law; Further Requesting Publication Of A Local Voters' Pamphlet For Such Ballot Proposition; And Providing For Other Matters Relating Thereto.

City Manager Ben Yazici gave the staff report. City Attorney Mike Kenyon explained if the Council should decide to adopt an ordinance after the vote, it would give these powers at the local level only. These powers only apply to certain types of ordinances. It does not apply to resolutions or motions.

MOTION: Deputy Mayor Huckabay moved to approve the resolution directing the Director of King County elections to place an advisory proposition on the April 28, 2015 Ballot regarding local initiative and referendum powers. Councilmember Valderrama seconded. Motion carried 5-1 with Councilmember Odell dissenting (R2015-616).

Approval: 2015 Council Committee Appointments

The proposed Council Committees are as follows:

Finance Committee – (Meets quarterly)

- ❖ Mayor Vance; Councilmember Odell; Deputy Mayor Huckabay

Public Safety – (Meets quarterly)

- ❖ Councilmember Valderrama; Deputy Mayor Huckabay; Councilmember Odell

Transportation – (Meets quarterly)

- ❖ Councilmember Gerend; Councilmember Keller; Councilmember Odell

Legislative – (Meets as needed)

- ❖ Mayor Vance; Deputy Mayor Huckabay; Councilmember Valderrama; Councilmember Gerend (Alternate)

Community Center AB (Ex Officio) – (Meeting dates to be determined)

- ❖ Councilmember Odell

Water Resource Inventory Area 8 – (Meets Monthly)

- ❖ Councilmember Odell; Councilmember Gerend (Alternate)

Suburban Cities – Public Issues Committee – (Meets monthly)

- ❖ Councilmember Keller; Councilmember Gerend (Alternate)

Eastside Fire & Rescue Board – (Meets Monthly)

- ❖ Deputy Mayor Huckabay; Councilmember Keller; Councilmember Valderrama (Alternate)

Utility Districts Coordination Committee - (Meets as needed)

- ❖ Mayor Vance; Councilmember Valderrama; Councilmember Odell

MOTION: Deputy Mayor Huckabay moved to approve the 2015 Council Committee Appointments. Councilmember Odell seconded.

AMENDMENT: Councilmember Gerend moved to amend the motion by changing the members of the Transportation Committee to Councilmember Whitten, Keller and Odell and the members of the Utility Districts Coordination Committee to Mayor Vance and Councilmembers Valderrama and Gerend. Councilmember Valderrama seconded. Motion carried 6-0

MAIN MOTION: Carried as amended unanimously 6-0.

Ordinance: Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency

Mr. Yazici gave the staff report. The Planning Commission has completed its work on the permanent regulations and they will come before Council for consideration next month.

MOTION: Councilmember Valderrama moved to adopt the emergency ordinance establishing Interim Development Regulations as authorized by the Growth Management Act Relating To Surface Water Management. Councilmember Odell seconded. Motion carried unanimously 6-0 (O2015-387).

Council Reports

Deputy Mayor Huckabay reported that there is grant money available to develop an inventory of historic sites in Sammamish. This inventory would only identify historic sites. Council was supportive of applying for the grant.

Councilmember Keller reported on the Eastside Fire & Rescue Board retreat. The Board members (Huckabay, Keller and Valderrama) recommend that a conditional vote of support for the non-profit formation be approved with the caveat that the formation would only take place if the IRS states that the firefighter's pensions would be secure. Staff is directed to develop a resolution for consideration at the next available Study Session.

Councilmember Valderrama attended the Citizen's For Sammamish meeting. He asked Council to direct staff to modify our policy regarding facility rentals at City Hall. He also requested a link from the City's website to King County's website regarding the progress of the East Lake Sammamish Trail.

Councilmember Odell met with the YMCA Board this week. Kokanee Working group will be meeting in Council Chambers tomorrow.

City Manager Report

Mr. Yazici reported that the 42nd street barricade issue will be added to the February 17, 2015 agenda.

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i) and property acquisition pursuant to RCW 42.30.110(1)(b)

Council retired to Executive Session at 9:00 pm and returned at 9:45 pm with no action taken.

Meeting adjourned at 9:45 pm

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor



Meeting Date: February 17, 2015

Date Submitted: 2/10/2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Attorney | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input checked="" 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: Resolution appointing three members to the Sammamish Planning Commission

Action Required: Conduct vote and appoint members to fill position #1, #3 and #4 on the Planning Commission

- Exhibits:**
1. Draft Resolution
 2. List of Applicants

Budget: N/A

Summary Statement: The City Council will conduct the last two interviews of applicants for the Planning Commission. They will then retire to Executive Session to discuss the qualifications of each applicant. Upon reconvening, a vote will be conducted at the open public meeting. There are three vacancies on the Commission: One 1-year term (due to a resignation) and two 4-year terms. The three applicants receiving the most votes will be appointed to specific positions on the Commission and these appointments will be confirmed by passage of the attached resolution.

Background: The Seven-member Planning Commission was formed in 2003 to make recommendations to the City Council regarding the Comprehensive Plan and land use regulations. The terms of the Commissioners are staggered so that only two terms expire in any year. The appointments to fill vacancies usually occur in January with terms starting in February.

Since September of 2013 the Commission has been considering the 2035 Comprehensive Plan Update. The work on this update will be completed at the end of February, 2015. Staff felt it would be beneficial to extend the two terms expiring in January, to provide continuity in decision making on the Comprehensive Plan. The three appointments will begin their terms on March 1, 2015.

Financial Impact: N/A

Recommended Motion: Move to adopt the resolution appointing three members to the Planning Commission.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH
WASHINGTON APPOINTING THREE MEMBERS TO
THE SAMMAMISH PLANNING COMMISSION**

WHEREAS, the Sammamish City Council created a seven-member Planning Commission and established the duties of said Commission; and

WHEREAS, there are currently three vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Planning Commission positions; and

WHEREAS, the City Council interviewed candidates at an open public meetings on February 3 and February 17, 2015, and

WHEREAS, the City Council desires to fill the vacant Commission positions;

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

Section 1. Appointment of Planning Commissioners. The City Council hereby appoints the following individuals to the Sammamish Planning Commission as hereafter set forth:

_____	Position #1	Term Expires January 31, 2016
_____	Position #3	Term Expires January 31, 2019
_____	Position #4	Term Expires January 31, 2019

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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF FEBRUARY, 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: February 9, 2015

Passed by the City Council:

Resolution No. R2015-_____

PLANNING COMMISSION APPLICANTS

One 1-year position

Two 4-year positions

Eric Brooks

Shanna Collins

Larry Crandall

Jagadeesh Kunda

Christie Malchow

John Miller – interviewing on 2/17/15

Thomas Mudayankavil

Chris Ross

Michael Towbin - interviewing on 2/17/15

Erin Vosti-Lal

Exhibit 2



Meeting Date: February 17, 2015

Date Submitted: February 11, 2015

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: NE 42nd Street Emergency Opticom Gate

Action Required: Adopt Resolution regarding NE 42nd Street Emergency Opticom Gate

Exhibits:

1. Resolution regarding NE 42nd Street Emergency Opticom Gate
2. Final hearing examiner decision from Webers Ridge; Old Mill Point; Chrysalis Estates

Budget: NA

Summary Statement:

The resolution attached to this agenda bill is intended to provide certainty about the City's future plans for the NE 42nd Street emergency Opticom gate.

Background:

When Sammamish incorporated in 1999, there was a fixed barricade blocking NE 42nd Street between the neighborhoods of Timberline Park and Hidden Ridge. There were concerns about emergency vehicle response delays due to the barricade and the City of Sammamish removed the barricade in 2005, replacing it with an emergency Opticom gate.

The Opticom system allows emergency responders to send a signal to the gate that opens the gate without requiring exiting the vehicle. This gate has remained in place for approximately 10 years. It has also been opened on occasion when a major collision or other traffic blocking incident has occurred on Sahalee Way.

The emergency gate prohibits general traffic from using NE 42nd Street, but does not preclude non-motorized usage.

There continues to be uncertainty within the community about whether the emergency gate should remain in place or be removed. While the majority of comments heard from the community are related to reasons why the gate should remain in place, others have expressed concerns about traffic and circulation impacts imposed on the community by not removing the gate.

Regardless of which side of the issue residents are on, there is a desire to have a final resolution reached to remove the uncertainty and reduce the contention surrounding this issue.

Financial Impact:

NA

Recommended Motion:

Adopt the Resolution 2015-XXX regarding NE 42nd Street Emergency Opticom Gate

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015- ____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, REGARDING THE NE 42ND STREET
EMERGENCY OPTICOM GATE**

WHEREAS, in 1996 King County granted preliminary plat approval for three (3) plats on the north end of what is now the City of Sammamish; and

WHEREAS, the three plats are known as Chrysalis Estates, Webers Ridge and Old Mill Point, hereinafter referred to as “the plats”; and

WHEREAS, the plats provided a roadway connection between the existing Timberline area and State Route 202 via NE 42nd Street and 192nd Drive NE; and

WHEREAS, during the engineering review for the plats, King County approved road design variances associated with road gradient, horizontal curve radii, sight distance and roadway width; and

WHEREAS, a condition of final plat approval required the installation of a fixed barricade on NE 42nd Street until such time as improvements could be made to State Route 202, including a traffic signal at the intersection with 192nd Drive NE; and

WHEREAS, after the City of Sammamish’s 1999 incorporation, residents expressed concerns about the fixed barricade on NE 42nd Street as it related to emergency access; and

WHEREAS, the City of Sammamish replaced the fixed barricade with an emergency opticom gate in 2005; and

WHEREAS, the gate can be opened by emergency responders without exiting their vehicles; and

WHEREAS, City Staff can open the emergency gate to address other emergencies as needed; and

WHEREAS, residents that live on both sides of the existing emergency opticom gate have expressed safety concerns to the City Council regarding the removal of the gate, and certain other residents support removal of the gate;

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

Section 1. Findings. The City Council finds that the NE 42nd Street/ 192nd Place NE corridor functions in a safe and effective manner in its current configuration, and accordingly declines to direct the City Manager to remove the existing emergency opticom gate.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF FEBRUARY, 2015.

CITY OF SAMMAMISH, WASHINGTON

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 12, 2015

Passed by the City Council:

Resolution No.: R2015-_____

March 12, 1996

OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON
700 Central Building
810 Third Avenue
Seattle, Washington 98104

REPORT AND RECOMMENDATION TO THE KING COUNTY COUNCIL.

SUBJECT: Department of Development and Environmental Services File No. **S90P0028**
Proposed Ordinance No. **91-43**

CHRYSALIS ESTATES
Preliminary Plat Application

Located generally between NE 44th Street and NE 38th Street (if both were extended) and generally between 196th Avenue NE and 203rd Avenue NE (if both were extended)

Developer/Owner: Jack Estep, 20005 NE 42nd Street,
Redmond, Washington 98053
Surveyor/Engineer: Subdivision Management, 16031 - 119th
Place NE, Bothell, Washington 98011

SUBJECT: Department of Development and Environmental Services File No. **S90P0096**
Proposed Ordinance No. **91-761**

WEBERS RIDGE
Preliminary Plat Application

Located generally between 196th Avenue NE and 198th Avenue NE (if both were extended) and generally between NE 45th Street and NE 42nd Street (if both were extended)

Developer/Owner: Donna Dixon, P.O. Box 10263, Bainbridge Island, WA 98110
Surveyor/Engineer: Subdivision Management, 16031 - 119th
Place NE, Bothell, Washington 98011

SUBJECT: Department of Development and Environmental Services File No. **S90P0105**
Proposed Ordinance No. **92-29**

OLD MILL POINT
Preliminary Plat Application

Located generally between East Lake Sammamish Parkway NE and 196th Avenue NE (if extended) and generally between NE 44th Street and NE 36th Street (if both were extended)

Developer/Owner: William C. Nelson, P.O. Box 461
Redmond, Washington 98073-0461
Surveyor/Engineer: Subdivision Management, 16031 - 119th
Place NE, Bothell, Washington 980111

SUMMARY OF RECOMMENDATIONS:

Division's Preliminary: Approve, subject to conditions
Division's Final: Approve, subject to conditions(modified)
Examiner: Approve, subject to conditions(modified)

PRELIMINARY REPORT:

The Land Use Services Division's Preliminary Report on Item Nos. S90P0028, S90P0096 and S90P0105 was received by the Examiner on January 22, 1996.

PUBLIC HEARING:

In conjunction with reviewing the Land Use Services Division's Report, examining available information on

CHRYSALIS ESTATES (S90P0028), WEBERS RIDGE (L90P0096) & OLD MILL POINT (L90P0105)

file with the application, and visiting the site and surrounding area the Examiner conducted a public hearing on the subject as follows:

The hearing on Item Nos. S90P0028, S90P0096 and S90P0105 was opened by the Examiner at 9:18 a.m., February 6, 1996, in Hearing Room No. 2, Department of Development and Environmental Services, 3600 - 136th Place S.E., Suite A, Bellevue, Washington, and adjourned at 4:40 p.m. Subsequent hearings were held as follows:

DATE	PLACE	OPEN	ADJOURN/ CLOSE
2-6-96	Hearing Room 2*	9:20 AM	4:52 PM
2-7-96	Hearing Room 2	11:08 AM	5:10 PM
2-8-96	Hearing Room 2	9:25 AM	11:45 AM
2-9-96	Hearing Room 2	9:20 AM	4:42 PM

The public hearing on the preliminary plat applications was continued administratively through February 23, 1996 to allow a report to be submitted regarding discussions with neighbors over traffic impact mitigations; submission of written final arguments by the parties; and submission by staff of proposed new language for condition No. 18. The plat hearing closed at **4:30 p.m., Friday, February 23, 1996.**

Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. A verbatim recording of the hearing is available in the Office of the King County Hearing Examiner.

FINDINGS, CONCLUSIONS & RECOMMENDATION: Having reviewed the record in this matter, the Examiner now makes and enters the following:

FINDINGS:

1. General Information:

Chrysalis Estates:

STR: 17-25-6
 Location: Located generally between NE 44th Street and NE 38th Street (if both were extended) and generally between 196th Avenue NE and 203rd Avenue NE (if both were extended)
 Zoning: SCP and RS-15,000-P
 Acreage: 15.33
 Number of Lots: 16
 Typical Lot Size: Ranges from approximately 11,000 square feet to 2 acres
 Proposed Use: Single-family detached
 Sewage Disposal: Northeast Sammamish Sewer District
 Water Supply: Northeast Sammamish Water District
 Fire District: #34 - Redmond
 School District: Lake Washington - #417
 Date of Application: April 2, 1990

Webers Ridge:

STR: 17-25-6
 Location: Located generally between 196th Avenue NE and 198th Avenue NE (if both were extended) and generally between NE 45th Street and NE 42nd Street (if both were extended)
 Zoning: RS-15,000-P
 Acreage: 11.7
 Number of Lots: 28
 Typical Lot Size: Ranges from approximately 9,000 square feet to 26,000 square feet
 Proposed Use: Single-family detached
 Sewage Disposal: Northeast Sammamish Sewer District
 Water Supply: Northeast Sammamish Water District
 Fire District: #34 - Redmond
 School District: Lake Washington - #414
 Date of Application: October 30, 1990

Old Mill Point:

STR: 18-25-6
 Location: Located generally between East Lake Sammamish Parkway NE and 196th

CHRYSALIS ESTATES (S90P0028), WEBERS RIDGE (L90P0096) & OLD MILL POINT (L90P0105)

Avenue NE (if extended) and generally between NE 44th Street and NE 36th Street (if both were extended)

Zoning: RS-15,000
 Acreage: 60.15
 Number of Lots: 79
 Typical Lot Size: Approximately 10,600 square feet
 Proposed Use: Single-family detached
 Sewage Disposal: Northeast Sammamish Sewer District
 Water Supply: Northeast Sammamish Water District
 Fire District: #34 - Redmond
 School District: Lake Washington - #414
 Date of Application: November 14, 1990

2. Except as modified herein, the facts set forth in the King County Land Use Services Division's preliminary report to the King County Hearing Examiner for the February 5, 1996, public hearing are found to be correct and are incorporated herein by reference. Copies of the LUSD report will be attached hereto for submittal to the Metropolitan King County Council. The LUSD staff recommends approval of the applications, subject to conditions.

3. Three contiguous subdivisions lying on the East Sammamish Plateau have been consolidated into a single review process and are considered jointly within this report. They are, from east to west, Chrysalis Estates, owned by Jack Estep, a 15.338-acre parcel located in the SCP and RS 15,000-P zones which is proposed to be subdivided into 16 residential lots. The central parcel is Webers Ridge, an 11.7-acre parcel within the RS 15,000-P zone which is owned by Donna Dixon and proposed to be developed into 28 lots. The largest and most westerly of the proposed plats is Old Mill Point, owned by William C. Nelson, comprising 60.15 acres within the RS 15,000 zone, which is proposed for development at 79 lots. All three parcels are located on the slope which lies west of the Sammamish Plateau and inclines towards the lake. The three sites slope at a relatively moderate rate from approximately elevation 490 on the eastern boundary of Chrysalis Estates down to about elevation 275 near the middle of Old Mill Point, where the slopes then proceed to drop steeply towards Lake Sammamish through a series of wooded ravines. The three properties are within an area that has been steadily undergoing transformation from a wooded rural condition to urban development, being bounded on the north and east sides, respectively, by the recently constructed plats of Hidden Ridge and Timberline Park, and with sparsely developed properties lying on the south and northeast sides.

4. Consolidation of the three plats into a single review process was necessitated by the fact that they will share common road and drainage systems. For regulatory purposes, however, the three plat applications have differing vesting dates, with the Chrysalis Estates application having been filed on April 2, 1990, and Old Mill Point on November 14, 1990. Webers Ridge also had a 1990 original application date but is deemed vested on October 21, 1994, based on the submission at that time of a revised plat increasing the number of proposed lots. The most recent plat revisions for all three applications were submitted in January, 1996. The proposal package also contains a Shoreline Substantial Development permit application which was heard concurrently with the preliminary plat requests. The Shoreline application (L95SH019) deals with the outfall to Lake Sammamish for the joint plat drainage system. This decision will be issued separately.

5. An environmental impact statement was performed for the three projects jointly, the Draft EIS ("DEIS") having been issued on July 7, 1995, and the Final EIS ("FEIS") on December 19, 1995. For purposes of imposing conditions mitigating adverse impacts under SEPA the vesting date for determining substantive regulatory authority is July 7, 1995.

 In general, these three applications totaling 123 lots present difficult issues involving cumulative impacts in the areas of water quality, traffic, and recreation. In all three substantive areas the impacts of prior urban development within the East Sammamish Community Planning Area have created cumulative impacts depleting the capacity of existing facilities and resources, and the question to be determined with respect to these conjoined applications is whether additional impacts to these overburdened systems will be mitigated sufficiently to warrant approval of the proposals.

6. Due to a steady increase in urban development on the upland plateau, Lake Sammamish has been slowly moving closer to eutrophic status. This situation has engendered grave concern among affected regulatory agencies, including King County, as well as alarm among neighborhood groups such as Intervenor Save Lake Sammamish. Accordingly, the long term water quality issues affecting Lake Sammamish have been studied by Metro and by the Surface Water Management Division and have been addressed in various emergency ordinances, basin plans, and subarea plan policies and P-suffix conditions. These regulatory responses have resulted in imposition of stringent surface water detention requirements and water quality treatment regimes.

7. Nonetheless, it is clear that to some degree the County still hopes to have its cake and eat it too. In 1989 a jointly-adopted technical report established mean summer water quality targets for Lake Sammamish of a maximum of 2.8 micrograms per liter of chlorophyll *a* ("chl *a*") and a minimum Secchi disk transparency of

4.0 meters. A later 1994 Metro study projects that under currently permitted zoning these target water quality parameters will be exceeded at full buildout even assuming implementation of optimal onsite mitigation requirements. That is to say, under a scenario which hypothesizes 50% removal of total phosphorous ("TP") through treatment and 65% onsite retention of forested areas, at the full buildout permitted by current zoning the 1992 TP total loading of 18,100 kg per year will rise to 21,700 kg per year and at that point exceed the 1989 water quality targets.

Moreover, these projections do not assume any increase in the internal loading of phosphorous within Lake Sammamish. The Metro report notes that accelerated internal loading could occur as a consequence of the increase of chlorophyll *a*, which will result in a higher dissolved oxygen demand and an anoxic condition at lower lake depths. An absence of oxygen at lower lake depths would induce the release of phosphorous from lake sediments, in turn speeding up the rate of chl *a* production. In short, in the absence of a comprehensive and expensive program to retrofit existing development along the lake shore to reduce background TP loading, the quantity of new development allowed by current zoning, even with the application of best available technologies, is likely to push the lake further toward eutrophic status.

8. These three plats will likely not provide the straw that breaks the camel's back. Except for 1993, recent readings within Lake Sammamish have not exceeded target transparency and chlorophyll *a* levels. Moreover, in the short term, plat development may provide some significant water quality benefits. First, approximately 50% of the total cumulative plat area will remain in a forested state. This mainly consists of the steep western slopes of Old Mill Point. While Old Mill Point is not automatically subject to the "no disturbance" requirements of the East Lake Sammamish Plan amendments adopted in 1993, it will provide substantial compliance with the Plan's goals by preserving steep slopes in a natural forested condition. In addition, the water quality treatment proposed for site runoff will exceed current SWM standards. Over 90% of the flows generated will be processed through three-celled wetponds sized to Department of Ecology standards and which will include a sand filter system in the third cell.
9. A seasonal Class 3 stream originates on Webers Ridge, flows west onto Old Mill Point, then runs south parallel to the eastern boundary of Old Mill Point before discharging offsite and winding its way to the lake just north of Webers Point. It appears that this stream, denominated Tributary 0143B, since 1990 has experienced major channel down-cutting and resultant erosive slides, with the consequence that it currently transports approximately 500 tons of sediment each year to Lake Sammamish. The EIS estimates that erosion within the channel of Tributary 0143B south of Old Mill Point contributes more than 700 kg of phosphorous annually to Lake Sammamish.

Construction of the drainage system for the three plats will cause storm flows in excess of one-half of the two-year event to be diverted away from the Tributary 0143B channel and tightlined directly to the lake. This diversion will eliminate erosive flows downstream and allow the 0143B channel to stabilize over a 10 year period. After construction and with wetpond treatment, the stormwater flows from the three plats are predicted to only generate one kg or less per year of additional phosphorous to Lake Sammamish. Therefore, the phasing out of a 700 kg per year phosphorous source clearly produces a favorable short term net balance resulting from site development.
10. Mr. Johnson, the engineer representing Save Lake Sammamish, has challenged the optimistic water quality projections presented by the EIS documents. But even if Mr. Johnson is correct in questioning the EIS's high estimates of sediment loading resulting from Tributary 0143B erosion, the relatively low percentages of contaminants estimated to exist in project runoff, and the efficiency of water quality treatment predicted for the sand filter system, the result is only to reduce the magnitude of the downstream benefit conferred by the tightline diversion and not to call into question the benefit's existence. Under all reasonable scenarios, elimination of a major erosive episode within the downstream system will still have immediate benefits. The limiting condition on the benefit is less likely to be found within the uncertainties of the data than in a recognition that the erosive channel south of Old Mill Point lies within a property which appears itself to be slated for development in the relatively near future, at which time the erosion problem would also be subject to remedy.
11. Serious issues also exist concerning the effectiveness of the mitigation proposed during the construction phase of the three plats. The EIS estimates that without mitigation during a two or three-year construction period clearing and grading on the plats could contribute 25 to 30 tons per year of sediment to stream 0143B. With mitigation that amount could be reduced 80 or 90%. However, the mitigation regime necessary to achieve this level of performance is rather complex. The mitigation scheme includes not only such general procedures as seasonal clearing and grading restrictions and a tree retention plan but it also an elaborate temporary erosion control program. In order to mitigate erosional impacts during construction it will be necessary to terrace the property, create drainage swales with rock checkdams, sediment traps and filter fences, and ultimately release flows to vegetated areas. In addition, within construction and equipment staging areas flows will need to be directed to a sump which will collect runoff for disposal offsite. All of this requires a high degree of care, coordination and site monitoring, and the proposed staff conditions appropriately include provision for the Applicants to fund an erosion control inspector.
12. Finally, concern has been expressed by Save Lake Sammamish regarding potential unquantified water

quality impacts to the lake if other properties are allowed to hook up to the plats' tightline drainage system. In general, this problem would seem to be circumscribed by the fact that most undeveloped properties lie downhill to the south of the subject plats. Nonetheless, a few adjacent properties could possibly tap into the system, and a condition has been added which requires any additional hook-ups to be subject to water quality treatment standards equivalent to those imposed on these projects.

13. The second major area in which the three proposed plats contribute impacts to an overburdened cumulative condition is in the area of traffic. The three parcels lie within a neighborhood which is bounded on the west by East Lake Sammamish Parkway Northeast, on the north by the Redmond-Fall City Road (SR 202) and on the east by Sahalee Way Northeast. Due to topographical constraints the plats will not have direct access through Old Mill Point to East Lake Sammamish Parkway. Rather, traffic will exit north from Old Mill Point via 192nd Place Northeast to SR 202 and east via Chrysalis Estates to Northeast 42nd Street, passing through the Timberline neighborhood to Northeast 37th Way and Sahalee Way. At existing levels of development the entire arterial network in this region is subject to peak hour traffic loads which exceed the carrying capacity of the roadway system and result in various level of service ("LOS") F conditions. Thus, in the project's 1999 horizon year LOS F conditions will be encountered during the morning peak hour on SR 202 at its intersections with East Lake Sammamish Parkway Northeast, 187th Avenue Northeast and 192nd Place Northeast. In addition, an LOS F condition will occur at Northeast 37th Way at Sahalee Way Northeast. At all of these intersections project traffic will contribute more than 10 peak hour trips, and for the three SR 202 intersections project traffic will comprise more than 10 peak hour/peak direction trips to an LOS F movement. Similar conditions will obtain during the PM peak hour as well.
14. There is currently no neighborhood road connection between the Hidden Ridge subdivision north of Old Mill Point and the Timberline neighborhood to the east of Chrysalis Estates. With the construction of these three plats that situation is proposed to change. There will now be an internal roadway system through the neighborhood connecting Sahalee Way and SR 202. Normally this would be regarded as a positive development. Local circulation would be improved. Two existing single access neighborhoods would each receive a secondary access, shortening emergency response times and eliminating the risk of single route blockage. This type of circulation improvement is supported by King County policies and regulations, including the 100-lot rule within the King County Road Standards which applies to the plat of Webers Ridge.
15. Despite these regional circulation benefits, neighborhood groups within both Hidden Ridge and Timberline are opposed to completion of the proposed neighborhood collector route established by three new plats on the grounds that congestion during rush hours along SR 202 and Sahalee Way will result in diversionary traffic cutting through the neighborhood route in order to circumvent the SR 202/Sahalee Way intersection.

The traffic diversion problem was studied within the EIS, and the proposed road design for the neighborhood collector route contains a number of features, both natural and artificial, which impede thoroughfare use and discourage cut-through traffic. These include four "T" intersections, a winding circuitous route, and steep hill sections. Nonetheless, both the Save Timberline and Hidden Ridge neighborhood groups oppose the internal route connection, even with modifications to slow traffic, and are convinced that the gridlock condition along SR 202 will inevitably result in traffic exploring the neighborhood collector alternative.
16. The Final EIS contains traffic time studies of the diversionary route through the Timberline and Hidden Ridge neighborhoods *vis a vis* staying on SR 202 and Sahalee Way. Based on these time studies dividing lines have been projected where it is estimated that traffic will choose to divert to SR 202 through the three plats rather than using the arterial system. According to the EIS projections AM outbound traffic originating within the neighborhood and heading west via the SR 202 corridor may choose, based on comparative times, to opt for the 192nd Place Northeast cut-through route at a point within Timberline which is located on Northeast 37th Way approximately 770 feet west of its intersection with 205th Place Northeast. The hypothesis is that traffic within the Timberline neighborhood lying east of this line will choose Sahalee Way as its access to SR 202, and traffic originating west of this line will use 192nd Place Northeast as its arterial point of entry.
17. If the EIS dividing line is accurate, then predictions that diversionary traffic will be limited to local residents of the Timberline and Hidden Ridge neighborhoods seems to be warranted. However, Mr. Salemann, the traffic consultant hired by Save Timberline, ran his own informal time test during rush hour and believes that the EIS time trials were slightly too optimistic in predicting the time required to traverse the SR 202/Sahalee Way arterial route between 192nd Place Northeast and Northeast 37th Way. In addition, a number of scenarios were identified whereby a shift of the diversion line further east might occur. Potential variables include increased congestion at the Sahalee Way/Redmond-Fall City Road intersection, the effect on traffic flow of projected new signals at 192nd Place Northeast/SR 202 and Sahalee Way/Northeast 37th Way, and the likelihood that speeding diversionary traffic may shorten the travel time along the alternative neighborhood collector route.
18. While it seems improbable that diversionary traffic from outside the neighborhood will use the cut-through route in great numbers, both because of a lack of significant time savings and the difficulty for drivers

unfamiliar with the area to thread their way through the circuitous neighborhood collector route, it certainly seems possible that traffic originating in the Sahalee area to the south and exiting north along 205th Place Northeast may experiment with the neighborhood collector alternative once a connecting roadway is constructed. This may occur because the AM outbound diversion line is projected to lie less than 30 seconds west of the intersection of Northeast 37th Way/205th Place Northeast, combined with the facts that Sahalee residents will both be more familiar with the local internal roadway network and possess an intuitive aversion to heading east to Sahalee Way in the direction opposite from their ultimate westerly destination. Therefore, once the plat of Sterlingwood south of Timberline Highlands is completed, and if no major upgrades to the capacity of SR 202 have been implemented, the probability exists that additional diversionary traffic from Sahalee traveling north along 205th Place Northeast will choose, upon reaching the intersection with Northeast 37th Way, to go left via the neighborhood collector route rather than right out to Sahalee Way.

19. Although this additional diversionary traffic from south of Timberline Highlands will probably not result in a deluge of cut-through traffic of the type feared by Timberline residents, it may nonetheless increase the average daily trips ("ADT") along the western portions of the neighborhood collector route to above 2,000 ADT, which is generally accepted to be the upper limit of comfort for traffic volumes consistent with residential neighborhood patterns. Moreover, even though the neighborhood collector through Timberline was designed with sufficient road width to accommodate such volumes, the route has a number of private driveway cuts with insufficient stopping sight distance so that the elevated volumes and speeds of cut-through traffic could create a risk to both neighborhood drivers and children.
20. With the goal of reducing these risks the Applicants and the neighborhood intervenor groups met on February 16, 1995, and agreed upon a program of traffic calming mitigations to be installed by the Applicants on the Timberline portion of the route in order to slow traffic, increase travel times and decrease safety risks. These traffic calming and safety devices include rumble buttons to narrow the effective roadway width, stop signs, crosswalks, median islands, traffic circles and sidewalks, as well as the trimming of landscape to improve sight distance. This program will need to receive County road engineering approval, but it provides a reasonable basis for mitigation of impacts from diversionary traffic while maintaining the essential viability of the neighborhood collector route. In addition, the recommended plat conditions include provision for revisiting the diversionary problem if neighborhood collector traffic volumes in excess of 2,000 ADT are generated. Additional mitigation may include interim lane improvements at the Sahalee Way/SR 202 intersection in order to provide efficient traffic movement if that location has become a worse bottleneck.
21. The fact that so much time and energy has gone into making the neighborhood collector route through the three plats as devious and difficult as possible is perhaps the most eloquent testimony as to the essential intractability of the congestion problems along SR 202 itself. If SR 202 had adequate capacity, the diversion issue would simply disappear. Of the four LOS F intersections identified above in Finding No. 13, the problems at two of them are subject to some form of improvement as a consequence of plat development. A signal is already planned at the intersection of Northeast 37th Way/Sahalee Way as mitigation for one of the later Timberline plats, but if that signal has not been installed when these three subdivisions are ready for final recording, they will be required to make a pro rata contribution to its construction. Regardless of who finances it, the Northeast 37th Way signal will produce an acceptable level of service at that intersection.
22. The problems along SR 202 are less easily resolved. With the construction of a neighborhood collector through the three plats, sufficient Timberline traffic will be drawn to the 192nd Place Northeast/SR 202 intersection to warrant a traffic signal at that location. After signal installation, during the 1999 horizon year the 192nd Place Northeast/SR 202 intersection will operate overall at LOS D. While the Hidden Ridge neighborhood group would like to see the issuance of plat grading and construction permits specifically tied to various sequential steps in the signal approval and construction process, it is sufficient to require that the signal shall be installed prior to completion of the road connection through Webers Ridge, which is the necessary link to complete the neighborhood collector route. Once the signal is installed, its activation becomes a matter of Washington State Department of Transportation ("WSDOT") policy and may have to wait until traffic flows actually meet signal warrant standards.
23. With respect to the two LOS F intersections lying west of 192nd Place Northeast along SR 202 (at 187th Avenue Northeast and East Lake Sammamish Parkway), it appears inevitable that these three plats will have unmitigated traffic impacts during both the AM and PM rush hours. During the AM peak hour the three plats will add 43 trips to these two intersections, with 53 project trips being contributed during the PM peak hour. Although project traffic in each instance is estimated to contribute only 3.1% of the total volume during the peak hours, such an addition would require a denial of transportation concurrency under recently adopted Ordinance 11617. In each case, also, the traffic contributed by the projects will exceed 10 peak hour/peak direction trips through these intersections and therefore constitutes a direct traffic impact under KCC 21.49.
24. A level of service F is considered unsatisfactory under the Road Adequacy Standards contained in KCC 21.49, which apply to this project as applications vested prior to the adoption of Ordinance 11617 in

December, 1994. However, the provisions of KCC 21.49 do not unconditionally require a finding of traffic facilities concurrency and, indeed, contain provisions whereby a LOS F condition may be approved despite the absence of immediate mitigation. If an approved public project to upgrade the roadway in question has yet to be funded, pro rata share payments are considered adequate under KCC 21.49 when the Applicant has waived the time limits for committing such pro rata funds to a mitigation project. As pointed out both by the Applicants and LUSD staff, the County Council has on a number of recent occasions approved under authority of KCC 21.49 major plat applications which impose direct traffic impacts on LOS F intersections along the SR 202 corridor. Earlier projects which fall in this category include Brighton's Landing (S89P0028), Trossachs (S89P0055), Belvedere Park (S89P0025) and Beaverdam I and II (File Nos. S90P0035, L90CU023 and L94UP0001). The Applicants and staff argue that fairness to the instant proposals requires that Chapter 21.49 be applied to them in the same manner. Therefore, despite unmitigated LOS F impacts, they argue that the plats should be approved based on their offer of pro rata share payments to upgrade SR 202 and their waiver of applicable time limits for the use of pro rata funds.

25. While it is true that the County has approved on the basis of pro rata share contributions major subdivisions which feed significant amounts of new traffic into LOS F intersections along the SR 202 corridor, the difference between the current and prior applications seems to be that the implementation of an actual project to upgrade SR 202 capacity seemed more likely a few years ago than it does now. For a number of years the State has had on its drawing boards a project to widen SR 202 between East Lake Sammamish Parkway and Sahalee Way from its present two-lane rural configuration to a five-lane design. Not long ago it seemed reasonable to believe that state funding for the project was just around the corner and that SR 202 widening would probably be implemented in approximately the same timeframe as approved plat development and construction.

Recent occurrences, however, make that illusion somewhat more difficult to sustain. While the SR 202 widening project remains a part of the State Department of Transportation's 20-year system plan, it is currently unfunded. A draft design report for the project was completed in February, 1995, after which further work was suspended. While WSDOT staff remains upbeat about the eventual construction of this project, noting that it ranks at about midpoint of an administrative short list for six-year program funding within the 1997-1999 biennium, the fact remains that no amount of administrative enthusiasm can take the place of a legislative decision to fund the project. Until a legislative funding decision is made, the WSDOT staff short list is really only a wish list.

26. On the other hand, it is reasonable to acknowledge that at some future date the SR 202 project probably will get funded and built. It is also apparent that as more pro rata shares are contributed by developers to fund the project, the State's share of the costs go down and the priority ranking probably goes up. Most importantly, however, the signal which is proposed to be constructed by the Applicants at the 192nd Place Northeast/SR 202 intersection provides an immediate system upgrade, can be designed and constructed to be consistent with the ultimate five-lane widening project design, and will usefully employ a major portion of the Applicants' total pro rata obligation to SR 202 improvements.
27. The public hearing on the three plat applications also produced an unexpected wrinkle affecting the review of traffic issues. Two owners of undeveloped properties lying south of the plat sites, Phil Kirk and Panfilo Morelli, have put together a conceptual proposal to develop a third access to the neighborhood. One hundred and ninety-sixth (196th) Avenue Northeast is an 18-foot paved private road which adjoins the instant plat properties at the southwest corner of Webers Ridge and along the eastern boundary of Old Mill Point. The private roadway continues south and then veers west to connect with East Lake Sammamish Parkway. As presently constructed it borders a ravine to its east, where it is cut into a steep slope wall above a wetland. Further, it has some sections with grades in excess of 15%. Mr. Kirk and Mr. Morelli informed the hearing that they had obtained the agreement of most of the undeveloped properties to the south along 196th Avenue Northeast, as well as the three plat applicants herein and residents within Hidden Ridge, to support an LID for construction of the roadway to County standards and its public dedication. They see their proposal as providing another access into the plat area and perhaps offering some relief from diversionary traffic problems. It is their hope that the instant plat review process can facilitate approval of their road project by providing it with the conceptual blessing of the County Council.
28. Although it appears that reconstruction and public dedication of 196th Avenue Northeast is a probable future development which will accompany subdivision of the various large properties lying south of the three subject plats, it seems unlikely that the present review process can either facilitate its construction or rely upon it to resolve the traffic impact issues identified by the EIS. Basically, the diversion problem identified in the EIS concerns traffic which may seek alternative routes for the east-west commute along the SR 520/202 corridor. Development of 196th Avenue Northeast south of these plats as a public road will not affect these commuter flows but rather will provide an alternative route for southbound traffic. While the quantitative effect on traffic flows of a 196th Avenue Northeast access has not been studied, one would not expect this new option to have a significant effect on the LOS F intersections and roadway segments of concern to these applications. Moreover, reconstruction of the existing private roadway to current County standards will necessitate variances from sensitive areas setback requirements and for roadway grade. Such approvals are beyond the scope of this plat review process. Therefore, while the future development of a 196th Avenue Northeast access route is acknowledged as a likely prospect, such possibility does not alter

the approval process for three plats before us.

29. A number of area residents have pointed out that the neighborhood suffers from a lack of adequate recreational facilities. No public parks are within walking distance of the neighborhood, and the plats of Hidden Ridge and Timberline have insufficiently developed recreational facilities. Hidden Ridge in fact has no recreational facilities at all, its developer having contributed fees in lieu of park space which were used outside of the immediate neighborhood. The Timberline plats set aside open space for recreational use, but the plat developer was not required to construct recreational amenities, and neither the County nor the homeowners' association has stepped forward to fill the void. As a consequence, many neighborhood children end up playing in the streets, a fact which both attests to the inadequacy of recreational facilities and contributes to a dangerous traffic situation.
30. In response to neighborhood comments the Final EIS for the three plats analyzed the recreational facilities issue and concluded that "providing only undeveloped land in compliance with KCC 19.38.060 or providing a fee in lieu of open space will not adequately mitigate the significant adverse recreation impacts created by these plats." The FEIS further notes that Webers Ridge, unlike the other two plats, is subject to Development Condition No. 5 of the 1993 update to the East Sammamish Community Plan, which requires it to contribute a per-lot minimum of 390 square feet of space appropriate for recreation. The FEIS goes on to state that the 390-foot dedication may provide adequate recreational area for Webers Ridge, but it does not provide the necessary developed facilities. In response to this identified impact the FEIS states that "the Applicants have agreed to provide a plan for recreational facilities consistent with KCC 21A.14 and KCC 19.38.090" which would include "play area(s) for tots and children, sport court(s), and open grassy areas for play, leisure and picnicking."
31. The Applicants at the public hearing hoped to satisfy the recreation needs of the three plats through the dedication and construction of a park within Tract G of Webers Ridge. This tract would provide approximately 11,000 square feet of recreation space outside of sensitive areas buffers and is proposed to be developed with a sport court and a tot play area. As such, it would meet the requirements of Webers Ridge, but it provides inadequate space for all three plats' collective recreational needs. Further, it does not fully implement the offer made by the Applicants documented within the FEIS for not only a play area and sport court, but also an open grassy area for play, leisure and picnicking.
32. In view of the differing park requirements applicable to the three plats, it is not possible to come up with a formula for recreational facilities which is uniformly satisfactory. However, we believe the Applicants should be required to keep their commitments recited within the FEIS and further find that in the computation of any obligation onsite recreational development ought to be weighted equally with provision of usable area. Based on those assumptions, the conditions of approval have been modified to require developed recreational space for the three plats within a total area equal to 50% of the 390 square feet per lot standard contained in Development Condition No. 5. This requirement translates into a total of 24,000 square feet of usable recreation space for the three plats as a whole. If the Applicants do not wish to expand the area currently proposed within Tract G of Webers Ridge, a conceptually suitable further option would be to provide the additional space within an acceptable portion of Tract A within Old Mill Point as a rustic picnic and sitting area accessible by trail. If sensitively designed, this could be accomplished with a minimum of vegetation removal and site grading and provide an attractive passive recreational amenity.
33. The proposed project also contemplates the possibility of developing a trail through Tract A of Old Mill Point down to East Lake Sammamish Parkway. This would appear to provide a useful recreational amenity if an acceptable trail destination can be identified. Unfortunately, there is neither a sidewalk along East Lake Sammamish Parkway nor a developed destination point along the lake shoreline. The City of Redmond has recently purchased a small park site adjacent to the northwest corner of Old Mill Point but does not currently have any funds to develop the property. Moreover, the City wants to place strict and somewhat arbitrary limitations on any proposed access from the plat trail to the park such that serious pursuit of a trail access agreement probably lacks practical feasibility. While the plat conditions allow the pathway option if a satisfactory connecting destination can be ascertained, at this point it seems unlikely that such will occur.
34. Area residents have argued that any recreational facilities provided by these plats ought to be made public. This request, although understandable, is not consistent with applicable requirements. First, these plats cannot be legally required to solve the recreational needs of other subdivisions in the area. Second, it is the policy of the King County Parks Department not to accept park sites less than 20 acres in size. Since the facilities which will be required of these plats will be far less than 20 acres in extent, public ownership is not a realistic possibility, and ownership and access will be under the control of the plat homeowners' association. This association may provide general public access if it chooses, but is under no obligation to do so.
35. The public hearing on these applications contained considerable discussion between the Applicants and staff over appropriate conditions of plat approval. Formulating plat conditions has been complicated by the fact that three final plats will have to be recorded. The plat conditions therefore need to accommodate various scenarios involving the sequence in which this recording may occur. Related issues concern the

allocation of common expenses among the plats. Some modification of staff-proposed conditions is recommended which reflect the need to fine tune the coordination of plat development among the three applications.

An unresolved issue between the staff and Applicants involves proposed condition No. 43, which requires 2:1 replacement of any wetlands altered by the construction of the diversion dam within stream 0143B on Old Mill Point. While we see no basis for waiving or reducing the standard mitigation requirement, it is appropriate that the burden be shared among the three plats proportionally, and the condition has been modified to provide this outcome.

CONCLUSIONS:

1. The 1994 Metro study suggests that if all undeveloped properties within the Lake Sammamish drainage currently zoned for urban residential development are built out, the cumulative impacts of such development will exceed target contaminant levels and potentially push the lake into eutrophic status. This fact by itself, however, does not warrant denial of the three plat applications for Chrysalis Estates, Webers Ridge and Old Mill Point. First, these three developments in themselves will not result in target levels being exceeded. Indeed, in the short run, due to the elimination of an erosive condition within Tributary 0143B, plat development should result in a reduction in phosphorous and sediment loading.
2. Second, the three plats meet all applicable regulatory standards for water quality treatment and erosion control. The Lake Sammamish water quality issue has been addressed frequently within recent King County regulatory enactments. Ordinance 9365 adopted detention standards for the watershed which sought to avoid phosphorous loading by requiring either non-erosive release rates or the tightlining of stormwater flows. It required water quality treatment meeting SWM wetpond standards. These requirements were carried over into the East Lake Sammamish Basin Plan, which added specific mapping that describes a geologic "no disturbance" zone. Finally, the 1993 update to the East Lake Sammamish Community Plan contains Policy NE-7, which requires phosphorous control and pollutant removal from non-point stormwater sources equal to the standards required by Ordinance 9365. Previously adopted requirements for stormwater tightlining or non-erosive release, wetponds for water quality treatment and geologic "no disturbance" zones are also carried forward in the 1993 Plan Update within P-suffix Conditions 19 and 21. In addition, Development P-suffix Condition No. 20 imposes seasonal clearing and grading restrictions.

The drainage system for the three plats meets or exceeds the standards contained in all of these adopted regulations. Therefore, the plats are entitled to approval, even though it may be apparent that further changes will need to be adopted within the regulatory framework in order for Lake Sammamish to avoid the ultimate cumulative water quality impacts predicted by the 1994 Metro study.

3. During the 1999 horizon year the three plats collectively will add a small but significant amount of new traffic to LOS F intersections along the SR 202 corridor. At two locations, the intersections of SR 202 with 187th Avenue Northeast and East Lake Sammamish Parkway Northeast, these adverse traffic impacts will be unmitigated. Although a state highway project to widen SR 202 between East Lake Sammamish Parkway and Sahalee Way from two to five lanes has gone through a preliminary design process, there is no current funding to construct the project. While it seems likely that this project will again be submitted to the state legislature by WSDOT for funding within the 1997-1999 biennium, there is no assurance that legislative approval of the funding will occur. Moreover, regardless of funding status, there is no possibility whatever that a five lane improvement will be in place during the horizon year for these applications.
4. The three plat applicants have offered to provide as much traffic mitigation as it is within their actual power to create. They have offered to make pro rata payments to the SR 202 widening project and have waived applicable legal time limits on the use of that money. Further, they have agreed to construct at their sole expense a needed signal at the intersection of 192nd Place Northeast and SR 202, with the cost of such signal to be credited against their pro rata share contribution. This signal will be constructed to accommodate the State's five lane project design and therefore will provide a usable component for the ultimate roadway upgrade.
5. In addition to direct mitigation at the SR 202/192nd Place Northeast intersection, the plat proponents have offered to provide secondary mitigation to reduce the impacts of cut-through traffic induced by congestion along the principal arterial corridor. This mitigation consists of traffic calming devices and sight distance improvements along the neighborhood collector route. These strategies plus the circuitous nature of the route through the Timberline and subject plat neighborhoods should be sufficient to discourage and control cut-through traffic between SR 202 and Sahalee Way. It may not be sufficient, however, to prevent diversionary traffic originating within the extended neighborhood itself, including plats south of Timberline which may access the neighborhood via 205th Place Northeast. Unless the SR 202 widening project becomes delayed indefinitely, the increase in diversionary traffic reasonably anticipated should not create volumes in excess of the 2,000 ADT normally considered acceptable for a neighborhood collector route in a residential area.

6. Both the Timberline and Hidden Ridge neighborhoods would prefer that the neighborhood collector route not be completed through the three subject plats. Their preference is that a temporary barrier be provided at the eastern boundary of Chrysalis Estates which would prevent normal traffic passage (but allow emergency vehicle access) until SR 202 capacity improvements are made. However, due to the single access status of both the Timberline and Hidden Ridge neighborhoods, the barricade proposal violates County circulation policies and the provisions of the 100-lot rule, which is directly applicable to Webers Ridge. Moreover, creation of a barricade along the neighborhood collector route would mean that signal warrants would not be met at the SR 202/192nd Place Northeast intersection, resulting in the elimination of a needed traffic mitigation from the project. The barricade proposal is therefore both contrary to County policy and fatal to implementation of another important element of the traffic mitigation plan.
7. Analysis and mitigation of traffic impacts for these three plats are subject to the provisions of the King County Road Adequacy Standards contained in KCC Chapter 21.49. While under KCC 21.49 the creation of or addition to unmitigated LOS F conditions is a basis for project denial, the Road Adequacy Standards do not strictly require the concurrent provision of traffic impact mitigation. Specifically, KCC 21.49.080 creates an exception to the application of Road Adequacy Standards when either extraordinary circumstances make compliance infeasible or when a pro rata share payment is offered. While granting such exceptions is discretionary, it is clear that a number of recent subdivision projects which contribute new traffic to LOS F intersections along the SR 202 corridor have been approved on the basis of an offer of a pro rata share contribution. Although the absence of a funded widening project for SR 202 may not have been as egregiously obvious in past years as it is now, these prior plat decisions do not demonstrate that the immediate prospect of state funding was a critical concern in the acceptance of pro rata share offers. Accordingly, principles of fairness argue in favor of extending to these three plats the same benefit of the doubt concerning the ultimate viability of their contributions to SR 202 improvements as effective traffic impact mitigation.
8. Moreover, these three plats propose to signalize the intersection of SR 202 and 192nd Place Northeast and thereby make a direct and immediate contribution, albeit minor, to the process of upgrading SR 202. Thus, based on the provisions of KCC 21.49 and a recent history of favorable treatment thereunder for similar applications within this arterial corridor, we conclude that these three plats comply with applicable traffic mitigation requirements despite the fact that in their horizon year they will impose unmitigated direct traffic impacts on LOS F intersections. On balance, the benefit obtained by the immediate signalization of the SR 202/192nd Place Northeast intersection exceeds the negative impact attributable to a relatively minor increase in peak hour traffic along the arterial corridor.
9. The significant adverse environmental impacts to recreational facilities which will be created by these projects can be satisfactorily mitigated by a requirement that the plats collectively provide developed recreational facilities within an area equal to 50% of the recreational space mandated by Development Condition No. 5 within the 1993 East Sammamish Community Plan Update.
10. If approved subject to the conditions recommended below, the proposed subdivisions make appropriate provision for the public health, safety and welfare; serve the public use and interest; and meet the requirements of RCW 58.17.110.
11. The conditions of approval recommended herein, including dedications and easements, will provide improvements which promote legitimate public purposes, are necessary to serve the subdivisions and are proportional to their impacts; are required to make the proposed plats reasonably compatible with the environment; and will carry out applicable state laws and regulations and the laws, policies and objectives of King County.

RECOMMENDATION:

The following conditions apply to each of the above-referenced subdivisions.

1. Compliance with all platting provisions of Title 19 of the King County Code.
2. All persons having an ownership interest in a property to be subdivided shall sign on the face of the final plat a dedication which includes the language set forth in King County Council Motion No. 5952.
3. A subdivision applicant shall obtain final approval from the King County Health Department.
4. A subdivision applicant shall obtain the approval of the King County Fire Protection Engineer and demonstrate compliance with the fire hydrant, water main, and fire flow standards of Chapter 17.08 of the King County Code.
5. Final plat approval shall require full compliance with drainage provisions set forth in King County Code 9.04 and the storm drainage requirements and guidelines as established by the Surface Water Management Division. Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat. The following conditions represent portions of the Code and requirements and shall apply to all plats.

- a. Drainage plans and analysis shall comply with the 1990 King County Surface Water Design Manual and updates which were adopted by Public Rule effective January 1, 1995. DDES approval of the drainage and roadway plans is required prior to any construction.
 - b. Current standard plan notes and ESC notes, as established by DDES Engineering Review, shall be shown on the engineering plans.
 - c. The following note shall be shown on the final recorded plat:
"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 drawings # _____ on file with DDES and/or the Department of Public Works. This plan shall be submitted with the application of any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with plans on file."
6. The following conditions outline several Core and Special Requirements in the SWM Drainage Manual which are particularly important for the design of these subdivisions. All other applicable requirements in the SWM Manual shall also be addressed in the design of site improvement plans.
- a. Core Requirement No. 1 - The applicants have submitted a drainage variance application regarding diversion of surface water flows and alternative design requirements for water quality facilities (File No. L95V0057). The final drainage plans shall comply with any required variance conditions of approval.
 - b. Core Requirement No. 3 - The conceptual drainage plan proposes discharge of storm water into Lake Sammamish without on-site detention facilities. This drainage design is consistent with the SWM design manual which designates Lake Sammamish as an acceptable receiving water. The final engineering plans shall address the applicable design requirements for conveyance system location, easement widths, and energy dissipation at the outfall. The conveyance system capacity shall be sized to convey the peak flow from a 100-year/24-hour storm with a 30% safety factor. A diversion dam located within the stream in the southeast portion of Old Mill Point shall be included in the drainage plans. The dam shall be designed to release 50% of the 2-year/24 hour storm into the stream channel, and the remaining high flow storms will bypass into the tightline. Design concepts for the dam shall include long term durability, ease in maintenance, and the ability for adjusting orifices.
- The above-described drainage system shall be installed prior to the recording of any of the three, subject plats.
- An off-site access and drainage easement shall be obtained for conveyance of storm water to the shoreline of Lake Sammamish. Said easement shall grant to King County the rights of ingress/egress, and maintenance for the proposed drainage system.
- No additional hook-ups to the tightline shall be approved for offsite properties unless such properties provide water quality treatment at least equivalent to that required hereunder, as reviewed and approved by LUSD. A plat note such to such effect shall be placed on the face of each of the final plats.
- c. Core Requirement No. 5 - A temporary erosion and sedimentation control plan (TESCP) shall be provided in order to minimize the transport of sediment to drainage facilities and other water resources. Best management practices, as outlined in the SWM design manual, shall be used in the design and implementation of the TESCP. In addition to basic requirements provided in the design manual, the following requirements shall also be used:
 - i. Clearing and grading required for construction of roads, drainage facilities, and utilities shall occur only during the months of April through September, unless otherwise approved by DDES. Disturbed areas shall be seeded and mulched upon completion of grading. Seeding shall occur prior to September to ensure grass establishment by October.
A note implementing the above requirement shall appear on the final engineering plans.
 - ii. The TESCP plan for each project shall be designed with the intent of limiting the amount and duration of disturbed land susceptible to erosion. Prior to construction approval, a phasing plan for clearing and grading shall be submitted to address this issue. Based upon weather conditions, site stabilization practices, and timing of development for each of the three subdivisions, DDES shall determine the extent to which phasing is necessary.

- iii. An erosion control inspector, hired by the applicant and approved by LUSD, shall regularly observe the effectiveness of the TЕСP and drainage control measures during construction, to ensure compliance with the Design Manual requirements and the conditions of this approval relating to management of construction runoff. The adequacy of TЕСP measures shall be reviewed monthly during the dry season and weekly during the wet season, and after any storm with more than 0.5 inches of rain in 24 hours or less. The erosion control inspector shall maintain a written record of TЕСP maintenance onsite for review by the county inspector.
 - d. Special Requirement No. 5 - Special water quality control facilities, including wet ponds and/or other facilities as approved in the applicants' drainage variance, shall be provided on the final site improvement plans.
 - e. Special Requirement No. 9 - Several wetlands and streams are located on the properties; therefore, a floodplain analysis shall be performed. The 100-year floodplain boundaries shall be shown on the final engineering plans and recorded plats.
- 7. A permit from the Washington State Wildlife/Fisheries Department may be required for the proposed drainage outfall at Lake Sammamish and/or the diversion dam within the stream on Old Mill Point. Any required permits shall be submitted to LUSD prior to engineering plan approval.
- 8. Any required permits for the proposed drainage improvements within the Burlington Northern Railroad right-of-way shall be submitted to LUSD prior to engineering plan approval.
- 9. Surface water runoff from impervious surfaces within the lots of the proposed subdivisions shall be infiltrated to the maximum extent possible, as determined by LUSD. The conceptual drainage plan for the subdivisions identifies several options for controlling surface water from individual lot areas (e.g. infiltration, dispersion, or tightlines). Based upon soil conditions, topography, and other design factors, the final drainage plans and geotechnical analysis submitted by the applicants shall demonstrate to the satisfaction of LUSD, that all drainage is satisfactorily controlled and does not cause erosion or other slope stability problems.
- 10. Regarding stormwater runoff from lots, the stormwater drainage system shall be designed to maintain the hydrology of the wetland on Webers Ridge and Old Mill Point to the maximum extent feasible, as determined by LUSD based on an analysis submitted by the applicants for these two plats with the engineering plans.
- 11. The following note shall be shown on the final engineering plans and recorded plats:

**RESTRICTIONS FOR SENSITIVE AREA TRACTS AND
 SENSITIVE AREA SETBACK AREAS**

Dedication of a Sensitive Area Tract/Sensitive Area Setback Area conveys to the public a beneficial interest in the land within the tract/setback area. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The Sensitive Area Tract/Sensitive Area Setback Area imposes upon all present and future owners and occupiers of the land subject to the tract/setback area the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the tract/setback area may not be cut, pruned, covered by fill, removed or damaged without approval in writing from King County Building and Land Development Division or its successor agency, unless otherwise provided by law.

The common boundary between the tract/setback area and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a lot subject to the Sensitive Area Tract/ Sensitive Area Setback Area. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed.

No building foundations are allowed beyond the required building setback line, unless otherwise provided by law.

- 12. All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.
- 13. The applicants or subsequent owners shall comply with King County Code 27.40, King County Road Mitigation Payment System (MPS), by paying the required MPS fee as determined by King County Public Works, plus an administrative fee. The applicants have an option to either: 1) pay the MPS fee and MPS administrative fee at final plat application, or 2) pay the MPS fee and MPS administrative fee at the time of building permit application. If the first option is chosen, a note shall be placed on the face of the final plats that reads, "All fees required by King County Code 27.40, King County Road Mitigation Payment System

(MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.

14. Lots within the subdivisions are subject to KCC 21.61A and Ordinance 11569 which impose impact fees to fund school system improvements needed to serve new development. As a condition of final plat approval, fifty percent (50%) of the impact fees due for a particular plat shall be assessed and collected immediately prior to recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly among the dwelling units in the plat and shall be collected prior to building permit issuance. A note to this effect shall be placed on the final plats.
15. The planter islands (if any) within the cul-de-sacs shall be maintained by the abutting lot owners. This shall be stated on the face of the final plats.
16.
 - a. A homeowners' association or other workable organization encompassing all three plats shall be established to the satisfaction of LUSD which provides for the ownership and continued maintenance of the open space and recreational areas.
 - b. Unless otherwise specifically provided herein, facilities to be constructed and maintained by the three plats jointly shall be the responsibility of the three plats in proportion to their relative contributions to the impacts sought to be mitigated. Where such impact contribution cannot be readily ascertained, the responsibility shall be assigned in proportion to the number of lots in each plat. Adequate provision for any joint facilities required hereunder shall be assured before the first plat is recorded through construction or bonding, as appropriate.

Where agreement cannot be reached as to the allocation among the three plats of a joint obligation, any applicant may petition to the Hearing Examiner prior to final plat approval for a determination of his/her proportional share of a joint subdivision obligation.

17. Regarding impacts to the intersection of NE 37th Way/Sahalee Way NE, the applicants shall do one of the following:
 - a. Reduce the size of any plat to be recorded so that less than ten peak hour/peak direction trips will be contributed to the intersection.
 - b. Pay a pro-rata share of \$106.48 per lot towards the signalization of the intersection.

For any plat the above requirement shall be waived if, prior to recording, either a signal has been installed or is being installed at the intersection by others, or the Department of Public Works has established a date for the award of a construction contract to install the signal within twelve months from the date of recording of the plat in question.

18.
 - a. Regarding impacts to the intersection of 192nd Avenue NE/SR 202, none of the plats shall be recorded until the applicants have installed both a signal at this intersection and any related improvements required by the Washington State Department of Transportation (WSDOT). However, if the three plats do not record concurrently, in lieu of installation of the signal full funding to cover such installation and related improvements shall be provided to WSDOT by the applicant for the first plat to record. As an alternative to full funding, bonding to assure installation of the signal and related improvements may be provided, if deemed acceptable by WSDOT.

In any event, the signal shall be installed prior to the road connection being completed between the three plats, i.e., prior to the recording of Webers Ridge.
 - b. As requested by WSDOT, the applicant's pro rata share for the planned widening of the SR 202 corridor between East Lake Sammamish Parkway Northeast and 192nd Avenue Northeast is \$221,000. The applicants have offered to pay this pro rata share and have waived time limits as to project construction. The difference, if any, between \$221,000 and the cost of the signal improvements required in subsection a. above shall be paid either to WSDOT or to King County for the account of WSDOT prior to final approval of the first plat to record.

19. Final engineering plans for the plats shall include off-site road design mitigation to address concerns for limited sight distance and speed control along NE 42nd Street and 203rd Ave NE within the Timberline neighborhood. A traffic control plan shall be submitted to King County for review and approval by LUSD and the Department of Public Works Traffic Engineering Section. The following issues shall be addressed in the design and processing of the traffic plans:
 - a. Upon submittal of the traffic plans to King County, the applicant shall notify the homeowners association and the residences abutting NE 42nd Street and 203rd Ave NE within Timberline Park. Copies of the plans shall be provided to residents and written confirmation submitted to King

County which indicates that the residents have been notified.

- b. A 30-day period shall be allowed to provide affected residents an opportunity to provide written comments on the proposed traffic mitigation. The County Traffic Section shall consider the public comments prior to approving the plans.
- c. Design concepts for consideration shall be based on the February 19, 1996, Memorandum of Understanding between the applicants, Save Timberline, and the Hidden Ridge Homeowners attached to Exhibit 84 and shall include, but not be limited to, traffic control devices such as reduced pavement widths, traffic circles, pavement markings, and stop signs. The final determination of the design requirements will be made by King County. The plans shall also provide for and fund the measurement of peak hour traffic and ADT for five years after plat completion along the neighborhood collector route through Hidden Ridge and Timberline and for implementation of further traffic control modifications if 2,000 ADT is exceeded at any point west of the intersection of Northeast 37th Way and 205th Place Northeast. Such further mitigations may include bonding to finance construction of turning and storage lanes or other interim improvements at the SR 202/Sahalee Way intersection designed to decrease traffic delays.

Construction of improvements, as detailed by this condition, are not required until either Chrysalis Estates is recorded, or a public road connection is made between 192nd Avenue NE and NE 42nd Street. In the event Old Mill Point records before this occurs, the applicant for Old Mill Point may provide bonding which will assure the funding of an equitable share of the cost of the improvements, as determined by the Department of Public Works.

- 20. All lots adjoining an area or having area with a native growth restriction (SASA, SAT, or significant tree retention area) shall be provided with a boundary delineation acceptable to LUSD (e.g., temporary plastic fencing) between the lot or portions of the lot and the area restricted. Said boundary delineation shall be in place prior to any grading or clearing of the subdivision and remain in place until a dwelling is constructed on the lot and ownership transferred to the first owner-occupant. A note to this effect shall appear on the final plat and engineering plans.
- 21. To address the significant adverse impacts of the subject plats on neighborhood recreation facilities and comply with applicable requirements, the following standards shall be met:
 - a. Webers Ridge shall comply with East Sammamish P-suffix development condition No. 5.
 - b. The three plats collectively shall provide a total of 24,000 square feet of usable recreation space outside of required sensitive areas buffers. This recreation space shall be developed pursuant to a plan approved by the King County Parks Department with constructed recreational facilities including, at a minimum, a play area for tots and children, a sport court, and an open area for play, leisure and picnicking. The plan shall also include provisions for maintenance by the plats' homeowners' association. Bonding to assure installation of required facilities may be permitted by LUSD.
 - c. The three plats shall contribute to the provision of recreational sites and facilities proportionally on the basis of numbers of lots, as they themselves shall determine. A single park site may be provided on Webers Ridge for all three plats, as opposed to individual park sites for each subdivision. An acceptable alternative concept for the open area facility is to provide a rustic picnic area accessed by a pedestrian trail within a reasonably flat, fenced portion of Old Mill Point Tract A, subject to review and approval of proposed location and design by the LUSD staff geologist and wetlands/stream ecologist.

The following conditions apply to Chrysalis Estates.

- 22. The following conditions specify the required road improvements:
 - a. During preliminary review, the applicant submitted a road variance application (File No. L94V0007) regarding design elements for NE 42nd Street, including road gradient, curve radii, sight distance, and road width. The Public Works Department has indicated that the design concepts are acceptable; however, a final decision by the County Road Engineer will be made after the projects receive preliminary approval. All final conditions of approval for the road variance shall be satisfied in the design of road plans.
 - b. NE 42nd Street shall be improved as an urban neighborhood collector street, except for the right-of-way area north of Lot 2. The right-of-way area north of Lot 2 shall be improved as a minor access street.
 - c. Two-Hundred-Fourth Avenue Northeast shall be improved as an urban minor access street.

- d. Tract D shall be improved as a private minor access street serving Lots 14, 15, and 16. The lots being served shall have undivided ownership of the tract and be responsible for its maintenance. A note to this effect shall appear on the final plat. Road improvements shall include a 22-foot-wide paved surface and a minimum tract width of 26 feet.
 - e. Tract B shall be merged with Tract E, a stormwater facilities tract that will be dedicated to King County. An access/utility easement shall be provided across the merged tract to serve Lot 3.
 - f. Tract C shall be improved as a private, joint-use driveway serving Lots 5 and 6. The lots being served shall have undivided ownership of the tract and be responsible for its maintenance. A note to this effect shall appear on the final plat. Improvements shall include an 18-foot-wide paved surface and controlled drainage.

This condition shall be waived if Lots 5 and/or 6 are eliminated from the final plat.
 - g. As required by KCRS 5.03, street trees shall be included in the design of all road improvements.
 - h. If Chrysalis Estates records prior to Webers Ridge and Old Mill Point, an emergency access connection between NE 42nd Street and 193rd Avenue NE in Hidden Ridge shall be provided. This access connection shall be improved with a minimum 20-foot-wide gravel surface, consistent with the King County Fire Code. An easement shall be provided on the access connection which allows for its use by emergency vehicles, and use by the public in an emergency situation as determined by the King County Road Engineer or the King County Sheriff. Bollards, consistent with the King County Road Standards, shall be provided at the entrances to the emergency access connection.
 - i. Modifications to the above road conditions may be considered by King County pursuant to the variance procedures in KCRS 1.08.
23. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 8041.
24. a. There shall be no direct vehicular access to or from NE 42nd St. from those lots which abut it, with the exception of Lots 1 - 3. Lots 1 - 3 shall gain access only from that portion of NE 42nd St. which is not developed as a neighborhood collector street (i.e., the portion lying north of Lot 2). A note to this effect shall appear on the final plat and engineering plans.
- b. The final engineering plans for Chrysalis Estates shall include a design for the proposed driveway to Lot 5. As recommended for erosion control by the applicants' geologist, the design shall consider using a porous gravel road base rather than a culvert to avoid concentrating storm water. Runoff from the road surface shall be controlled by dispersion or infiltration. The driveway shall be constructed in conjunction with development of Tract C and 204th Avenue Northeast. If the drainage feature adjacent to Lot 5 is determined to be a stream as specified in Condition 27, these driveway requirements do not apply.
25. The proposed development shall comply with the King County Administrative Guidelines for Hazardous Slopes, dated February 1, 1987. Final plans shall delineate the top, sides, and toe of all slopes 40% or steeper with a grade difference of 10 feet or more, which occur on the subject property. Native growth protection restrictions shall be provided on the steep slope areas, and building setbacks shall be provided from the steep areas, consistent with the Administrative Guidelines, except as provided below.
- A steep slope area exists in the vicinity of Tract E and Lot 2. This area may be modified, consistent with the Guidelines. (See Condition 26 below.)
26. Tract A shall be merged with the future development tract into one tract. The steep slope area located in Tract A, and the steep slope areas falling within proposed lots shall be labeled as sensitive areas setback areas (SASA).
27. A stream meeting the definition of a DNR Type 5 water lies in the vicinity of the southern portion of the Chrysalis site. In order to determine its exact location relative to the proposed lots in Chrysalis Estates, the applicant shall:
- a. Have a licensed land surveyor perform a survey and establish the location of the western boundary of the site, the southern boundary of the site, and the boundaries of Lots 5 - 8.
 - b. Place flags on the property a sufficient distance apart to allow LUSD staff to locate the above-noted property boundaries, relative to the stream.

If LUSD determines that the stream crosses the Chrysalis site, a stream buffer shall be provided adjoining

the stream on the final plat and engineering plans, consistent with the requirements of Ordinance 9234 (Sec. 2B). (Note that the buffer must include adjoining 30% and greater slopes, consistent with Ordinance 9234). The required stream and buffer shall be placed in a sensitive areas tract. A 15-foot building setback line ("BSBL") shall also be shown from the edge of buffer.

If the applicant disagrees with the LUSD determination, the applicant may request the Hearing Examiner convene a hearing and decide the matter, as permitted by KCC 20.24.080(A)(20).

28. a. A zone boundary crosses the subject property. The northern portion of the site is zoned SC-P. No more than seven lots, including the future development/reserve tract if it is to be recorded as building site, shall be developed on the SC portion of the property. (Where a lot line overlaps the zone boundary, a lot shall be considered to be in the zone in which the majority of the lot is located.)
- If it is to serve as building site, the future development/reserve tract shall be labeled as a lot on the final plat. Alternatively, the future development/reserve tract may be labeled as a nonbuilding tract on the final plat, in which case a note on the final plat shall indicate that no building permit shall be issued for this tract unless and until a subdivision of the tract is approved by King County.
- The area and dimensions of Lots 1 - 3, 14 - 16, and the future development/reserve tract shall meet the minimum requirements of the SC zone classification, or shall be as shown on the face of the approved preliminary plat, whichever is larger.
- b. The southern portion of the site is zoned RS-15000-P. The area of the remaining lots within the plat shall meet the minimum requirements of the RS-15000 zone classification. Lot widths may be reduced below the 80 foot lot width requirement of the RS-15,000 zone, as permitted by KCC 21.48.270, subject to approval of the lot design by LUSD.
- c. The engineering plans and final plat for Chrysalis Estates shall include a 10-foot drainage easement located along the property line abutting Tax Lots 18 and 75. This easement is intended to provide for a potential future connection to convey surface water from existing storm water systems located on the properties to the south. As determined by DDES, the recorded easement language shall include provisions which may require further water quality analysis for future storm water connections into this easement consistent with Condition No. 6.b, above. If determined during final engineering review that topographic constraints would preclude any possibility of a future drainage connection, the easement requirement may be waived by DDES. The existence of other off-site easements which would provide an alternative potential connection to the proposed tightline to Lake Sammamish would also eliminate the need for the on-site drainage easement.

The following conditions apply to Webers Ridge.

29. The following conditions specify the required road improvements:
- a. During preliminary review the applicant submitted a road variance application (File No. L94V0007), regarding design elements for NE 42nd Street including road gradient, curve radii, sight distance, and roadway width. The Public Works Department has indicated that the design concepts are acceptable; however, a final decision by the County Road Engineer will be made after the projects receive preliminary approval. All final conditions of approval for the road variance shall be satisfied in the design of road plans.
- b. NE 42nd Street shall be improved as an urban neighborhood collector street. Traffic islands shall be constructed within the "eyebrows" on NE 42nd Street, and designed in a manner which is consistent with the King County Road Standards.
- The preliminary plat shows a 40-foot-wide right-of-way width, which is less than the County standard. The final road plans shall provide a 56-foot right-of-way width, unless otherwise approved by a road variance.
- c. NE 44th Court shall be improved as an urban subaccess street.
- d. Tracts C and F shall be improved as private joint use driveways which serve a maximum of two lots. As specified in KCRS 3.01C, improvements shall include an 18-foot-wide paved surface, and a minimum tract width of 20 feet. Drainage control shall include a curb or thickened edge on one side.
- The lots being served by each tract shall have undivided ownership of the tract, and be responsible for its maintenance. A note to this effect shall appear on the final plat.
- e. Tract E shall be designed as a private access tract serving Lots 17, 19, and 20. Improvements shall

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conform to KCRS 2.03 for urban minor access roads, which include a 22-foot-wide paved driving surface. The minimum tract width shall be 26 feet with a maximum length of 150 feet. Lots 17, 19 and 20 shall have undivided ownership of the tract and be responsible for its maintenance. A note to this effect shall appear on the final plat.

- f. As required by KCRS 5.03, street trees shall be included in the design of all road improvements.
 - h. Modifications to the above road conditions may be considered by King County pursuant to the variance procedures in KCRS 1.08.
30. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 11187.
 31. There shall be no direct vehicular access to or from NE 42nd Street from those lots which abut it, except via the "eyebrows." A note to this effect shall appear on the final plat and engineering plans.
 32. Webers Ridge shall be recorded before the recording of both Old Mill Point and Chrysalis Estates.
 33. Off-site access to Webers Ridge from both Chrysalis Estates and Old Mill Point shall be over full-width dedicated and improved roads which have been accepted by King County for maintenance. If the proposed access roads from both Chrysalis Estates and Old Mill Point have not been accepted by King County at the time of recording of Webers Ridge, then said roads shall be fully bonded by the applicant of Webers Ridge.
 34. The proposed subdivision shall comply with the Sensitive Areas Ordinance as outlined in KCC 21.54. Prior to final plat approval, the applicant shall provide notice on title as outlined in KCC 21.54.100. Temporary marking, permanent survey marking, and signs as specified KCC 21.54.120 shall also be addressed prior to commencing construction activities on the site.

Preliminary plat review has identified the following sensitive areas issues which apply to this project. All other applicable requirements for sensitive areas shall also be addressed by the applicant.

- a. Erosion Hazards - The areas located within Tract D are determined to be erosion hazard areas. In accordance with P-Suffix Development Condition No. 21, this area shall remain undisturbed. Tract D shall be shown as a sensitive areas tract on the final plat.
 - b. Steep Slope Hazard - The rear portion of Lot 11 contains a small area of steep slopes. The requirements specified in KCC 21.54.250, including buffer widths and building setbacks, shall be shown on the final engineering plans and recorded plat. A 50-foot-wide buffer and 15-foot-wide building setback shall be provided unless LUSD approves a reduction in the buffer width, pursuant to the provisions of KCC 21.54.250A2.
 - c. Streams - A Class 3 stream traverses the site within proposed Tract H. As specified in KCC 21.54.310, a 25-foot buffer shall be provided from the ordinary high water mark. The stream and buffer shall be placed in a sensitive areas tract on the final plat. A 15-foot BSBL shall also be shown from the edge of buffer. Buffer averaging may be used on this project, subject to the criteria in KCC 21.54.310A3 and the approval of LUSD.
 - d. Wetlands - A Class 2 wetland is located within Tract H. As specified in KCC 21.54.270, a 50-foot buffer shall be provided from the wetland edge. The wetland and buffer shall be placed in a sensitive areas tract. A 15-foot building setback shall be shown from the edge of buffer. Buffer averaging may be used on this project, subject to the criteria in KCC 21.54.270A3 and the approval of LUSD. (Note that the boundary between Tract G and Tract H must be modified so that the wetland buffer falls within Tract H, the sensitive areas tract.)
35. The areas of the lots within the plat shall meet the minimum requirements of the RS-15000 zone classification. Lot widths may be reduced below the 80 foot lot width requirement of the RS-15000 zone, as permitted by KCC 21.48.270, subject to approval of the lot design by LUSD.

The following conditions apply to Old Mill Point.

36. The following conditions specify the required road improvements:
 - a. NE 43rd Street, 193rd Avenue NE, and 196th Avenue NE north of NE 42nd Street shall be improved as urban neighborhood collector streets. A traffic island shall be constructed within the "eyebrow" on NE 43rd Street and designed in a manner which is consistent with the King County Road Standards.
 - b. One-Hundred-Ninety-Sixth Avenue Northeast located south of NE 42nd Street shall be improved using the following two design standards:

- i. For the portion abutting tax lot 125 (Sammamish Sewer and Water District), the road shall be an urban full width neighborhood collector.
 - ii. The portion south of tax lot 125 shall be an urban half street.
 - c. One-Hundred-Ninety-Fifth Avenue Northeast shall be improved as an urban subcollector street.
 - d. NE 44th Place, NE 43rd Place, and NE 41st Place shall be improved as urban minor access streets.
 - e. Tracts B and C shall be improved as private joint use driveways serving Lots 6 and 7, and Lots 36 and 37, respectively. The lots being served shall have undivided ownership of the tract and be responsible for its maintenance. A note to this effect shall appear on the final plat. Improvements shall include an 18-foot-wide paved driving surface and a minimum tract width of 20 feet. Drainage control shall include a curb or thickened edge on one side.
 - f. Tract F shall be designed as private access tract serving Lots 76 - 79. These lots shall have undivided ownership of the tract and be responsible for its maintenance. A note to this effect shall appear on the final plat. Improvements shall conform to KCRS 2.03 for an urban minor access road, which includes a 22-foot-wide paved driving surface. The minimum tract width shall be 26 feet with a maximum length of 150 feet.
 - g. A temporary cul-de-sac shall be provided at the terminus of 195th Avenue NE and 196th Ave NE.
 - h. Twenty feet of additional right-of-way shall be dedicated along the frontage of East Lake Sammamish Parkway to provide a total of 50 feet of right-of-way from centerline.
 - i. As required by KCRS 5.03, street trees shall be included in the design of all road improvements.
 - j. If Old Mill Point records prior to Webers Ridge and Chrysalis Estates, an emergency access connection between 196th Avenue NE and NE 42nd Street in Timberline Park shall be provided. This access connection shall be improved with a minimum 20-foot-wide gravel surface, consistent with the King County Fire Code. An easement shall be provided on the access connection which allows for the use of it by emergency vehicles, and use by the public in an emergency situation as determined by the King County Road Engineer or the King County Sheriff. Bollards, consistent with the King County Road Standards, shall be provided at the entrances to the emergency access connection.
 - k. Modifications to the above road conditions may be considered by King County pursuant to the variance procedures in KCRS 1.08.
37. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 8041.
38. There shall be no direct vehicular access to or from NE 43rd Street from those lots which abut it, except via the "eyebrow," and except for Lot 65. Access to Lot 65 is allowed from NE 43rd Street only if the sight distance requirements of the King County Road Standards are met, or as may be modified through the approval of a road variance.
- There shall be no direct vehicular access to or from 193rd Avenue NE from those lots which abut it.
- A note implementing the above access restrictions shall appear on the final plat and engineering plans.
39. A Type III (fixed) barricade (KCRS 5.07) or locked gate shall be provided across 196th Avenue NE, at the southeast corner of the site, to prevent use by the public of the private road to the south of Old Mill Point (also referred to as 196th Avenue). Vertical concrete curbing, fencing, or other improvements shall also be provided along the east margin of 196th Avenue NE in Old Mill Point, as determined appropriate by the LUSD Engineering Review Section, to prevent public use of the private road. All existing vehicular access rights of property owners which potentially could cause the removal of the barricade or gate shall be waived in writing pending future construction and dedication of 196th Avenue Northeast as a public road.
- In the event that waiver of all the private access rights noted above cannot be obtained, a type 3 barricade or locked gate shall be placed across 196th Avenue Northeast on the south side of Northeast 42nd Street, in lieu of at the southeast corner of the site. In addition, the following shall occur:
- a. All existing vehicular access rights of property owners shall be waived which potentially could cause the removal of the barricade or gate prior to construction of 196th Avenue Northeast as a public road.

- b. Lots 66 - 69 shall be eliminated or relocated elsewhere on the plat.
- c. One-Hundred-Ninety-Sixth Avenue shall not be improved by the applicant, south of NE 42nd Street.

40. The western portion of the site includes areas designated as steep slope and landslide hazards. The proposed development shall comply with the King County Administrative Guidelines for Hazardous Slopes dated February 1, 1987. LUSD shall also consider the removal of trees, as discussed in Condition 49, in determining whether steep slope/landslide buffers may be reduced.

The area lying west of the eastern boundary of the landslide/steep slope hazard zone shall be shown as a sensitive areas tract on the final plat and engineering plans. Building setbacks shall be provided from the sensitive areas tract, consistent with the Administrative Guidelines.

Prior to the submittal of engineering plans, the applicant shall secure approval from LUSD for the identification of the boundaries of the landslide/steep slope hazard area. The applicant shall consult with an LUSD staff geologist to determine the areas where field flagging and surveying will be necessary to accurately delineate the boundary of the landslide/steep slope hazard area. The submittal of additional geotechnical information may also be required.

Note that this condition may require the elimination of lots or tracts from the subdivision.

Note also that a pedestrian trail and picnic area may be permitted within the sensitive area tract.

41. Class 2 wetlands are located within Tracts D and G. A 50-foot buffer shall be provided from the edge of each wetland. A 15-foot building setback shall be provided from the edge of buffer. The wetlands and their respective buffers shall be identified as sensitive areas tracts on the final plat and engineering plans.

Wetland buffer averaging may be used on this project, subject to the following criteria:

- a. It will provide additional resource protection to the wetland; and
- b. The total area on-site contained in buffer shall be equal to that resulting from application of the standard buffer width; and
- c. The minimum buffer width at any location shall be no less than 65% of the standard buffer width.

42. A stormwater conveyance pipe, referred to in Condition 6 above, will be located in Tract A to convey water to Lake Sammamish. Supports for this pipe shall not be placed in wetlands or streams which may be present on Tract A. A reconnaissance of the proposed route of the pipe shall be submitted with the engineering plans to verify that pipe supports will not be located in wetlands or streams.

43. a. The maintenance access road to the stormwater facility shown in Tract "E" shall be designed without crossing the wetland, unless no other access is feasible, in which case the access shall be designed to minimize the impacts to the wetland. The most desirable location for a crossing would be parallel and adjacent to proposed 196th Avenue Northeast road crossing.
- b. A stormwater diversion dam is proposed to be placed in the Class 2 wetland in Tract D, and 196th Ave. NE is proposed to cross this wetland. These encroachments into the Tract D wetland are permitted, subject to the approval of a wetland mitigation plan by LUSD.

All approved alterations of the Tract D wetland shall be replaced or enhanced on a 2:1 basis, with equal or greater biological values including habitat value, and with equivalent hydrological values including storage capacity. As a facility which serves all three plats, the responsibility for mitigation of wetland alterations for the diversion dam shall be shared among the three subdivisions based on the relative contribution of each to runoff generation.

- c. A wetland mitigation plan is required as part of the approved engineering plans. The mitigation plan shall be submitted to LUSD for approval, and shall include proposed final grades and hydrology; a detailed planting plan showing plant species, sizes and locations; and construction notes.

Mitigation required pursuant to the mitigation plan must be completed prior to King County's granting of final approval of the plat. If the applicant demonstrates that seasonal constraints or other circumstances beyond their control prevent completion of the mitigation prior to final approval, the applicant may post a performance bond or other security instrument, as approved, which guarantees that all required mitigation measures will be completed no later than the time established by LUSD. Upon satisfactory completion of the performance inspection, LUSD wetlands staff shall recommend release of the performance bond and its replacement with a

maintenance bond.

A maintenance bond shall be required, in a form and amount sufficient to guarantee satisfactory workmanship, materials, and performance of structures and improvements allowed or required, for a period of up to five years. Upon satisfactory completion of the final monitoring inspection of the site, King County LUSD wetlands staff shall release the maintenance bond. If the project has not met its performance standards at the end of the monitoring period, the applicant is responsible for preparation and implementation of a contingency plan to remedy the situation.

44. The area of the lots within the plat shall meet the minimum requirements of the RS-15000 zone classification. Lot widths may be reduced below the 80 foot lot width requirement of the RS-15000 zone, as permitted by KCC 21.48.270, subject to approval of the lot design by LUSD.

Minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Land Use Services Division.

45. Construction of the pedestrian trail through to East Lake Sammamish Parkway proposed in Tract A is permitted if desired by the Applicant, provided that the following conditions are met prior to plat recording:
- a. A design for the trail shall be approved by an LUSD staff geologist and wetlands/stream ecologist.
 - b. The design of the trail shall also be reviewed and approved by the Department of Transportation regarding pedestrian safety issues. Improvements to the trail or to East Lake Sammamish Parkway to assure pedestrian safety may be required.
 - c. The trail shall not be built until either the proposed City of Redmond Park adjacent to Old Mill Point is constructed or another suitable trail destination is identified, as approved by the King County Parks Division. A written agreement shall be concluded with the City of Redmond which sets the terms and conditions for any proposed connection of the trail to the City park.

In the event that a suitable destination has been identified but does not exist prior to the recording of Old Mill Point, the future construction of the trail may be bonded, subject to the above conditions and Condition 46, below.

The following conditions are based upon mitigating measures proposed by the applicants which appear throughout the EIS. The language of the mitigating measures have been modified, as they appear below, to facilitate implementation of the conditions. Page numbers follow each condition to indicate where the mitigation measure can be found in the EIS. These conditions apply to one or more of the three, proposed subdivisions.

46. To facilitate the reduction of landslide and erosion hazards from the conveyance pipeline and proposed pedestrian trail and picnic area, if applicable, on Old Mill Point, a qualified geotechnical consultant shall be employed by the applicant during the design phase of these facilities. [p. 3-21, DEIS]
47. No uncontrolled fill, topsoil, or other debris shall be placed over the slopes in Zone 1 landslide hazard areas, as identified in the DEIS (p. 3-10). [p. 3-21, DEIS]
48. All proposed fill soils planned for slopes steeper than 5H:1V (if any) shall be benched into the hillside and compacted per the geotechnical engineer's recommendations for structural fill. No fill shall be placed over the slopes in landslide hazard Zones 1 and 2, as identified in the DEIS (p. 3-10). [p. 3-22, DEIS]
49. To reduce the impacts of erosion and vegetation removal from the proposed subdivisions, clearing limits and tree preservation restrictions shall be provided as follows:
- a. A tree preservation plan shall be submitted with the engineering plans. The tree preservation plan shall include the preservation of a minimum of 20% of the total lot area within the lots in the subdivision. (Averaging may be used to determine the appropriate preservation area for individual lots, except as provided below.)
 - b. The tree preservation plan shall be prepared by a landscape architect or forester. The plan shall identify the trees to be preserved within the proposed, preservation areas. The following guidelines shall be followed to determine where trees shall be preserved:
 - Retain trees greater than 60 feet in height or 24 inches in diameter.
 - Retain trees located in groupings of at least five, with canopies that touch or overlap.
 - Retain trees that would provide energy savings for homeowners through protection from winter winds and summer sun.

- Retain trees that belong to unique or unusual native or non-native species.
 - Retain trees located within 25 feet of any required sensitive area buffers.
 - For lots containing zone 1 erosion hazard areas as delineated on Figure 10, DEIS (p. 3-13), at least 20% of each lot shall be placed in a tree retention area.
 - As an overriding concern, trees determined to be hazard from future blowdown shall be removed.
- c. The tree preservation plan shall be submitted for review and approval by LUSD.
 - d. The areas where trees are to be retained shall be labeled as significant tree retention areas on the final plat and engineering plans. No removal of vegetation shall occur within approved tree retention areas prior to recording of the final plats, except for hazard trees as determined by LUSD which do not serve as habitat for cavity nesting birds.
 - e. Following recording of the plat, homeowners may clear brush from tree retention areas, as well as hazard trees approved by LUSD, provided the work is done by hand and involves no motorized wheeled or tracked equipment. Notes to this effect shall appear on the final plat. [pp. 3-22, DEIS and 2-7, FEIS]
50. Construction runoff (e.g., concrete wastes, equipment oils) shall be collected in sumps and disposed of in approved off-site facilities. [p. 3-45, DEIS]
 51. All construction equipment shall be parked in defined staging areas from which runoff shall be controlled and within which petroleum hydrocarbons shall be trapped in temporary sumps. No on-site release of contaminated sump water shall occur, nor shall any contaminated soils be left on-site. Such soils shall be handled as "construction waste." [p. 3-45, DEIS]
 52. Provision for accidental spill response cleanup and notification procedures shall be included in contractor agreements. [p. 3-45, DEIS]
 53. The proposed driveway crossing for access to Lot 5 of Chrysalis Estates (if this lot is retained in the plat) shall be constructed with an adequately sized culvert to allow for continued drainage in the Class 3 stream segment, and shall include gravel fill at the bottom of the embankment. The gravel fill shall allow for continued subsurface movement of water. [p. 3-46, DEIS]
 54. Buffer widths prescribed in the Sensitive Areas Ordinance shall be provided to protect stream and wetland areas on Old Mill Point. [p. 3-46, DEIS]
 55. The road embankment for the wetland road crossing on Old Mill Point (196th Avenue NE) shall be designed with an adequately sized culvert to maintain water movement. The first level of fill for the road crossing shall consist of gravelly material which can allow continued subsurface movement of water. [p. 3-57, DEIS]
 56. Construction of the diversion dam in Drainage 0143B on Old Mill Point shall be designed to maintain surface and sub- surface movement of water at low flow conditions. A gravel filter shall be installed behind the dam to prevent siltation and blockage of flow through the dam. Installation of the dam shall occur during summer months when soils are dry to minimize disturbance. Disturbed areas shall be revegetated using native plants. [p. 3-57, DEIS]
 57. Homebuyers shall be given information explaining the significance of the retained trees and vegetation, and the rights and responsibilities of homeowners with respect to that vegetation.
 58. Storm drains shall be stenciled with the message "Drains to lake, Dump no pollutants."

RECOMMENDED this 12th day of March, 1996.

Stafford L. Smith, Deputy
King County Hearing Examiner

TRANSMITTED this 12th day of March, 1996, to the following parties and interested persons:

Thomas Aitchison	Larry & Gail Bazzell	Ron & Tory Bezzant
Bill & Jan Armstrong	Bellevue Planning Dept.	Edward & Cheryl Bondy
Dick & Donna Auby	Yetta Bennett	Edward M. Boyd
Tom & Carol Bason	Blane & Christi Berry	David & Monika Bruner

Joanna Buehler	Scott & Julie Hagan	Bob & Jeanette Muender
Jim & Kathy Captain	Joel Haggard	Garret Munger
Jay & Bev Carpenter	Robert J. Hamilton	Garry & Roseanna Myall
Barbara & Robert Carr	F Hanshaw/RJ Realtors	Chris Nakano
Ken & Lana Childs	Ron & Carole Hanson	NE Sammamish Water/Sewer
Jeff & Joanie Chinn	Sandy & Marilyn Harbraves	William C. Nelson
Donald & Barbara Coyner	Mark & Annie Harris	New Construction Services
B. Creager/Barghausen	Matthew Harris	Neil Nicoll
Brad & Diane Cvetovich	Bob & Bernadean Harvey	Sally Norman
Craig Dalglish	William Haselbauer	G Norris/Wm Popp
Tom & Sharon Danner	Frank Henshaw	Victor & Raquel Nosce
Dan & Colleen Davis	Jean & Frank Hewitt	Robinson/Ostergaard Robinson
John Davis	Donald J. Hill	Anne O'Rourke
Brian & Keily Derrick	Steve Hoffman	Leanore Propst
Mike & Cathy Dibello	Chris Hung	Puget Sound Power & Light
Donna Dixon	Bob Ingalls	Miguel & Jane Rabay
Roger Dorstad	William Irish	S. & Mala Raman
Gretchen Duque	Marcia Jarvis	Redmond Planning Dept.
Joy & Loretta Esser	Ronald & Karen Jensen	Sue Ann & Paul Reynolds
Jack Estep	Delores & Dale Jensen	Devereux & Marcia Rice
Fire Protection Dist. #34	David Johnson	James & Debby Roberson
Freed/Zachary	Michael A. Jonson	Bill & Alison Roberts
Luke & Marlene Fu	Susan & Keith Kaiser	David Rowe
Charles & Irene Fung	Gene & Shelly Kavner	Robin Ruble
Dick Gardner	Tom Kellogg	Victor L. Salemann
John & Joyce Garland	Barry & Mary Key	M. Santee
Ben & Sharon Gay	Tom & Lisa Kihara	Mark & Debbie Schoonover
Mike & Ilana Golan	Diana Kinared	Andrew Schuchardt
Linda Gorremans	A Kindig/Beak	Bob & Diane Schupp
Karen Goswell	Phillip Kirk	Germino Scott
Charles Grimes	Randy & Debi Kyte	Lindsey & Richard Seaver
Group Four	Lake Washington School Dist.	Patty Siegwarth
Patricia & James Groves	De-En Lang	Curtis Smelser
Harry Grzelewski	Fifi Yahya/On Lee	Claire Smith
C. Guillou	L Lepp/Assoc Earth Sciences	Wm. Snell/Jonson & Jonson
Ellen Gullholm	Paul Lim	Tami Knee/Kory Srock
Brian Haberly	Ken & Marcela Lobb	George Sutherland
	Sarah & Mark Lowry	Ed Terpilowski
	Jack Lynch	James B. Thomas
	Rod Malcom	Barbara Ulrich
	Richard McClain	Dave & Debbie Van Ness
	Willis McCormick	Richard & Katherine
	P. McCune/Heller Ehrman	VonLehman
	David & Beth McDonald	Dennis Willhite
	Jacquelyn Melton	David Wilken
	Don Miller	Bill H. Williamson
	Mike Miller	Richard Wilson
	Michael Monroe	J.A. & Margrit Zimmerman
	Panfilo & Dante Morelli	

Tom Bertek, Dept. of Transportation/Roads Division
 Steve Bottheim, DDES/Land Use Services Division
 Lee Carte, DDES/Land Use Services Division
 Laura Casey, DDES/Land Use Services Division
 Luanne Coachman, DDES/Environmental Division
 Peter Dye, DDES/Land Use Services Division
 Lanny Henoeh, DDES/Land Use Services Division
 Nancy Hopkins, DDES/Land Use Services Division
 Tom Koney, Metropolitan King County Council
 Mark Mitchell, DDES/Land Use Services Division
 Paulette Norman, Dept. of Trans/Traffic & Planning
 Lisa Pringle, DDES/Land Use Services Division
 Lorin Reinelt, Surface Water Management Division
 V. Rollis, WSDOT/NW Region
 Wiliam C. Dues, WSDOT/NW Region
 Ellen Turner, DDES/Environmental Division
 King Conservation District
 Steven C. Townsend, DDES/DIU
 Wash. St. Dept of Ecology

AND ADDITIONAL ACTION REQUIRED

In order to appeal the recommendation of the Examiner, written notice of appeal must be filed with the Clerk of the King County Council with a fee of \$125.00 (check payable to King County Office of Finance) on or before **March 26, 1996**. If a notice of appeal is filed, the original and 6 copies of a written appeal statement specifying the basis for the appeal and argument in support of the appeal must be filed with the Clerk of the King County Council on or before **April 2, 1996**. Appeal statements may refer only to facts contained in the hearing record; new facts may not be presented on appeal.

Filing requires actual delivery to the Office of the Clerk of the Council, Room 403, King County Courthouse, prior to the close of business (4:30 p.m.) on the date due. Prior mailing is not sufficient if actual receipt by the Clerk does not occur within the applicable time period. The Examiner does not have authority to extend the time period unless the Office of the Clerk is not open on the specified closing date, in which event delivery prior to the close of business on the next business day is sufficient to meet the filing requirement.

If a written notice of appeal and filing fee are not filed within fourteen (14) calendar days of the date of this report, or if a written appeal statement and argument are not filed within twenty-one (21) calendar days of the date of this report, the Clerk of the Council shall place a proposed ordinance which implements the Examiner's recommended action on the agenda of the next available Council meeting. At that meeting, the Council may adopt the Examiner's recommendation, may defer action, may refer the matter to a Council committee, or may remand to the Examiner for further hearing or further consideration.

Action of the Council Final. The action of the Council approving or adopting a recommendation of the Examiner shall be final and conclusive unless a proceeding for review pursuant to the Land Use Petition Act is commenced by filing a land use petition in the Superior Court for King County and serving all necessary parties within twenty-one (21) days of the date on which the Council passes an ordinance acting on this matter.

MINUTES OF THE FEBRUARY 5, 6, 7, 8, AND 9, 1996, PUBLIC HEARING ON FILES NO. S90P0028
(CHRYSLIS ESTATES0, S90P0096 (WEBERS RIDGE) AND S90P0105 (OLD MILL POINT)).

Stafford L. Smith was the Hearing Examiner in this matter. Participating at the hearing were Lanny Henoach, Nancy Hopkins, Peter Dye, Luanne Coachman, Laura Casey, Steve Bottheim, and Lorin Reinelt, representing the County; and De-En Lang, Curtis Smelser, Matthew Harris, Bill Williamson, Robert J. Hamilton, Johanna Buehler, Gary Norris, Phil McCune, Val Rollis, Victor L. Salemann, Garret Munger, Lou Lepp, Kent Robinson, David Johnson, Andy Kindig, Steve Hoffman, Mark Harris, Brian Haberly, Dennis Willhite, Mike Golan, Jim Captain, Harry Grzelewski, John Davis, Diane Cvetovich, Joyce Garland, David Rower, Phil Kirk, Panfilo Morelli, David Bruner, James B. Thomas and Gretchen Duque.

The following exhibits were offered and entered into the hearing record February 5, 1996:

- Exhibit No. 1 LUSD File No. S90P0028 (Chrysalis Estates)
- Exhibit No. 2 LUSD File No. S90P0096 (Webers Ridge)
- Exhibit No. 3 LUSD File S90P0105 (Old Mill Point)
- Exhibit No. 4 LUSD staff report, prepared for the February 5, 1996, public hearing
- Exhibit No. 5 Applicant's subdivision application for Chrysalis Estates, received April 2, 1990
- Exhibit No. 6 Applicant's subdivision application for Webers Ridge, received October 30, 1990
- Exhibit No. 7 Applicant's subdivision application for Old Mill Point, received November 14, 1990
- Exhibit No. 8 SEPA Determination of Significance and Scoping Notice, date of issuance - March 1, 1994
- Exhibit No. 9A Draft Environmental Impact Statement (DEIS), date of issuance - July 7, 1995
- 9B DEIS Appendices
- 9C Final Environmental Impact Statement (FEIS), date of issuance - December 19, 1995
- Exhibit No. 10A Affidavit of Posting for Chrysalis Estates, received January 5, 1996
- 10B Affidavit of Posting for Webers Ridge, received January 5, 1996
- 10C Affidavit of Posting for Old Mill Point, received January 5, 1996
- Exhibit No. 11 Revised preliminary plat map for Chrysalis Estates, received January 10, 1995
- Exhibit No. 12 Revised preliminary plat map for Webers Ridge, received January 8, 1996
- Exhibit No. 13 Revised preliminary plat map for Old Mill Point, received January 8, 1996
- Exhibit No. 14 Three project site plan, received January 8, 1996
- Exhibit No. 15 Land use map - Kroll maps 530E, 573W, 534E, 535W and 535E
- Exhibit No. 16 Assessor maps - SW 17-25-6 and S 1/2 18-25-6
- Exhibit No. 17 SWM Variance Application (File No. L95V0059), received May 5, 1995
- Exhibit No. 18A Road Variance Application (File No. L94V0007), dated September 27, 1994 (revision to application received January 24, 1994)
- 18B Amendment to Road Variance (L94V0007) with cover letter dated January 15, 1996
- Exhibit No. 19 Letter from Washington State Department of Transportation (WSDOT), dated January 19, 1995, with four attachments
- Exhibit No. 20 Letter from WSDOT dated January 29, 1995
- Exhibit No. 21 Letter from De-En Lang, Subdivision Management Inc., dated November 8, 1995, with two attachments
- Exhibit No. 22 Letter from De-En Lang, Subdivision Management, Inc., dated January 26, 1996

CHRYSALIS ESTATES (S90P0028), WEBERS RIDGE (L90P0096) & OLD MILL POINT (L90P0105)

- Exhibit No. 23 Faxed correspondence from Don Miller of G.S. C. to Lanny Henoch of LUSD, dated January 5, 1996, with two attachments
- Exhibit No. 24 Memorandum from Laura Casey, Senior Ecologist, Site Development Services Section, LUSD, to Lanny Henoch, LUSD, dated January 11, 1995, with four attachments
- Exhibit No. 25 Faxed letter from Philip S. Kirk, Phil Kirk and Associates, to Luanne Coachman, DDES, dated January 16, 1996, with two attachments
- Exhibit No. 26 Letter from Phil Kirk and Panfilo Morelli to Stafford Smith, Deputy Hearing Examiner, and Lanny Henoch, LUSD, dated January 26, 1996, with three attachments
- Exhibit No. 27 Letter dated February 2, 1996 (w/attachments) from Bill Williamson (attorney for intervenors Hamilton) to De-En Lang re stipulated voluntary mitigation conditions affecting Hamilton property
- Exhibit No. 28 Additional paragraph (quote from FEIS) to page 14 of staff report
- Exhibit No. 29 Colorized map showing all three plats
- Exhibit No. 30 Original plat map of Old Mill Point
- Exhibit No. 31 Letter dated February 2, 1996, from Robert Josephson (WSDOT) to Lanny Henoch re transportation mitigation request
- Exhibit No. 32 Report and recommendation to the King County Council - Hidden Ridge (File No. 986-5)
- Exhibit No. 33 Excerpt (pp 138-139) from Bear Creek Master Plan Development conditions
- Exhibit No. 34 Resume' of Victor L. Salemann, PE
- Exhibit No. 35 Figure 2, Appendix B, FEIS
- Exhibit No. 36 Excerpt (#30) from Thomas Brothers Maps
- Exhibit No. 37 Physical characteristics - locations maps - Figure 1 from FEIS

The following exhibits were offered and entered into the hearing record February 6, 1996:

- Exhibit No. 38 Map of properties in area of 196th
- Exhibit No. 39 Phil Kirk written notes of testimony
- Exhibit No. 40 Map showing existing road and proposed road (196th)
- Exhibit No. 41 Grading graphic
- Exhibit No. 42 Shoreline Substantial Development Permit (SDP) application, received February 17, 1995
- Exhibit No. 43 Affidavit of newspaper publication for the SDP
- Exhibit No. 44 Affidavit of posting for the SDP, received January 30, 1996, indicating that on January 5, 1996, one public notice board was posted on East Lake Sammamish Parkway adjacent to the subject site.
- Exhibit No. 45 Revised SDP plans, received January 12, 1996. (Note: Plan is referenced as Exhibit D-7-a in the Staff Report and SDP file)
- Exhibit No. 46 King County Assessor maps: S 1/2 18-25-6 and NE 1/4 19-25-6, received February 17, 1995. (Note: Subject shoreline site is located on the S 1/2 of 18-25-6 Assessor map)
- Exhibit No. 47 Faxed correspondence received January 26, 1996, from Kent L. Robinson, Ostergaard-Robinson and Associates, the applicants' engineering consultant, requesting DDES to consider alternative drainage designs (seven pages)
- Exhibit No. 48 Correspondence from Robert J. and Cynthia J. Hamilton, received January 30, 1969, which includes a petition for intervention (seven pages)
- Exhibit No. 49 Correspondence received February 5, 1996, from Donald Hill, D. R. Strong Consulting Engineers, representing Robert and Cynthia Hamilton (three pages)
- Exhibit No. 50 Copy of King County Shoreline Code Procedures, K.C.C. 25.32.030(c), regarding newspaper notice requirements
- Exhibit No. 51 LUSD Shoreline SDP File L 95SH019
- Exhibit No. 52 Photographs (3) of shoreline taken by Garret Munger January 23, 1996
- Exhibit No. 53 Assessors map (NE 19-25-6) showing stream path
- Exhibit No. 54 Preliminary Storm Drainage Plan submitted by Kent Robinson
- Exhibit No. 55 Lake Sammamish Total Phosphorous Model (METRO study)
- Exhibit No. 56 Traffic calming charts submitted by Applicant

The following exhibits were offered and entered into the hearing record February 7, 1996:

- Exhibit No. 57 Letter dated January 31, 1996, from Bill and Jan Armstrong expressing concern re traffic and safety
- Exhibit No. 58 Several newspaper articles submitted by Mark Harris
- Exhibit No. 59 4:1 Program - Marshall/Oatfield proposal
- Exhibit No. 60 Letter dated February 5, 1996, from City of Redmond to Lanny Henoch
- Exhibit No. 61 Packet from AMTEST with regard to testing methods and parameters
- Exhibit No. 62 Jennifer Fulton (Beak) April 3, 1995, memo to Loren Reinelt (SWM)
- Exhibit No. 63 Table 1 - Urban Runoff Water Quality from Selected Studies
- Exhibit No. 64 Table 2 - Comparison of Beak Consultants Unmitigated Water Quality Prediction with Data from Local Studies - February 6, 1996

The following exhibits were offered and entered into the hearing record February 8, 1996:

- Exhibit No. 65 Written testimony of Donald Hill

The following exhibits were offered and entered into the hearing record February 9, 1996:

- Exhibit No. 66 Letter received February 7, 1996, from Yetta Bennett
- Exhibit No. 67 Memorandum dated February 8, 1996, from Valerie Rollis (WSDOT) to Examiner, LUSD, and

- Traffic Engineering Division
- Exhibit No. 68 By reference - Examiner's file on Beaverdam I (File Nos. S90P0035 and L90CU023)
- Exhibit No. 69 By reference - Examiner's file on Beaverdam II (File No. L94UP0001)
- Exhibit No. 70 By reference - Examiner's file for Troshachs (S89P0055), Belvedere Park (S89P0025), and Brighton's Landing (S89P0028)
- Exhibit No. 71 By reference - Examiner's file on Quiet Water (S91P0036)
- Exhibit No. 72 Letter dated February 4, 1996, from Edward M. Boyd to Luanne Coachman
- Exhibit No. 73 Photocopy of public notice in February 8, 1996, Journal American re shorelines permit application
- Exhibit No. 74 Traffic counts performed by William Popp at Northeast 37th Way and Sahalee
- Exhibit No. 75 Map showing traffic on existing road with connecting volumes and without connecting volumes
- Exhibit No. 76 Amended proposed shoreline conditions
- Exhibit No. 77 Interlocal Guidelines for Coordination with King County for Mitigation of Development Impacts
- Exhibit No. 78 Amended proposed conditions submitted by staff
- Exhibit No. 79 Bill Walker letter (with attachment) summarizing testimony and proposed mitigations
- Exhibit No. 80 Rebuttal statement prepared by Joanna Buehler (for Save Lake Sammamish)

Exhibits offered and entered into the hearing record pursuant to an administrative continuance:

- Exhibit No. 81 Waiver of Time Limits executed by Donna Dixon (Applicant Webers Ridge), William C. Nelson (Applicant Old Mill Point), and Jack Estep (Applicant Chrysalis Estates)
- Exhibit No. 82 Letter dated February 5, 1996, from Ed Terpilowski to Gary Locke
- Exhibit No. 83 Letter dated February 14, 1996, from Donald J. Hill (D.R. Strong Consulting Engineers) to Examiner providing additional testimony and Shoreline Permit comments
- Exhibit No. 84 Letter dated February 23, 1996, from De-En Lang (Subdivision Management) to Examiner providing written closing argument.
- Exhibit No. 85 Memorandum dated February 23, 1996, from Lanny Henoch to Examiner submitting revised language for recommended Condition 18
- Exhibit No. 86 Letter dated February 23, 1996, from William C. Dues (WSDOT) to Lanny Henoch clarifying WSDOT's mitigation request

SLS:daz
plats\s90p\s90p0028.rpt

March 25, 1996

OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON
700 Central Building
810 Third Avenue
Seattle, Washington 98104

NOTICE OF CORRECTED CONDITIONS.

SUBJECT: Department of Development and Environmental Services File No. **S90P0028**
Proposed Ordinance No. **91-43**

CHRYSALIS ESTATES
Preliminary Plat Application

Located generally between NE 44th Street and NE 38th Street (if both were extended) and generally between 196th Avenue NE and 203rd Avenue NE (if both were extended)

Developer/Owner: Jack Estep, 20005 NE 42nd Street,
Redmond, Washington 98053
Surveyor/Engineer: Subdivision Management, 16031 - 119th
Place NE, Bothell, Washington 98011

SUBJECT: Department of Development and Environmental Services File No. **S90P0096**
Proposed Ordinance No. **91-761**

WEBERS RIDGE
Preliminary Plat Application

Located generally between 196th Avenue NE and 198th Avenue NE (if both were extended) and generally between NE 45th Street and NE 42nd Street (if both were extended)

Developer/Owner: Donna Dixon, P.O. Box 10263, Bainbridge Island, WA 98110
Surveyor/Engineer: Subdivision Management, 16031 - 119th

**CHRYSALIS ESTATES (S90P0028), WEBERS RIDGE (L90P0096) &
OLD MILL POINT (L90P0105)**

Place NE, Bothell, Washington 98011

SUBJECT: Department of Development and Environmental Services File No. **S90P0105**
Proposed Ordinance No. **92-29**

OLD MILL POINT
Preliminary Plat Application

Located generally between East Lake Sammamish Parkway NE and 196th Avenue NE (if extended) and generally between NE 44th Street and NE 36th Street (if both were extended)

Developer/Owner: William C. Nelson, P.O. Box 461
Redmond, Washington 98073-0461
Surveyor/Engineer: Subdivision Management, 16031 - 119th
Place NE, Bothell, Washington 980111

With regard to the recommended decision issued March 12, 1996, three proofreading errors within the Examiner's report for the above-referenced preliminary plats require correction. These corrections do not require the extension of any applicable appeal period.

1. On page 2 under the heading "Public Hearing", the hearing opened on February 5, 1996, not February 6 as indicated.
2. The last sentence within condition 6.b on page 18 should be amended to read:

"A plat note to such effect shall be placed on the face of each of the final plats."
3. Condition No. 32 on page 26 should read as follows:

"Webers Ridge shall be recorded concurrently or subsequent to the recording of both Old Mill Point and Chrysalis Estates.

RECOMMENDED this 25th day of March, 1996.

Stafford L. Smith, Deputy
King County Hearing Examiner

TRANSMITTED this 25th day of March, 1996, to all parties and interested persons.

SLS:daz
plats\s90p\s90p0028.nt2



Meeting Date: February 17, 2015

Date Submitted: 2/11/2015

Originating Department: Finance IT

Clearances:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Community Development | <input checked="" 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 type="checkbox"/> Public Works |

Subject: Ordinance establishing three alternative positions to the Parks Commission and three alternative positions to the Arts Commission.

Action Required: No action required (first reading of ordinance)

Exhibits: Draft Ordinance

Budget: N/A

Summary Statement: This ordinance will establish three (3) alternative, non-voting positions to serve on the Parks Commission and three (3) alternative, non-voting positions to serve on the Arts Commission. Each position will have a term of one year.

Background: The Sammamish Parks Commission and Arts Commission each currently have nine (9) Commissioners serving four-year staggered terms. The City Council recognizes that expanding the opportunity to serve on these commissions will allow for more participation by Sammamish's citizens. In doing so, the commissions will benefit from more diverse view points and new skillsets.

This ordinance establishes three (3) alternative positions both the Parks Commission and the Arts Commission. These positions will have the same duties and responsibilities of the "full" commissioners with the exceptions that they will be non-voting positions and will be limited to one-year terms.

Financial Impact: Additional administrative costs to accommodate these positions will be minimal, resulting in little or no fiscal impact to the City.

Recommended Motion: This is the first reading of this ordinance. No action is required at this time.

CITY OF SAMMAMISH
WASHINGTON
ORDINANCE No. O2015-_____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTIONS 2.30.020 AND 2.65.010 OF THE SAMMAMISH MUNICIPAL CODE TO ADD ALTERNATIVE COMMISSION MEMBERS TO THE SAMMAMISH PARKS AND RECREATION COMMISSION AND THE SAMMAMISH ARTS COMMISSION.

WHEREAS, the City Council approved creating a Parks and Recreation Commission and an Arts Commission to serve as advisory bodies to the City Council; and

WHEREAS, the City Council finds it is in the best interest of the City to add three alternative, non-voting members to the Sammamish Parks and Recreation Commission; and

WHEREAS, the City Council finds it is in the best interest of the City to add three alternative, non-voting members to the Sammamish Arts Commission; and

WHEREAS, the alternative members would have the same duties and responsibilities as the voting Commission members, other than voting authority; and

WHEREAS, the alternative members will serve one-year terms;

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

Section 1. SMC 2.30.020 (“Parks and Recreation Commission Membership”)
Amended. Section 2.30.020 of the Sammamish Municipal Code, “Membership,” is hereby amended to read as follows:

Section 2.30.020 Membership

(1) Number of Members.

- (a) The parks and recreation commission shall consist of nine **voting** members **and three non-voting alternate members.** **At the discretion of the Chair, a non-voting member(s) may be designated a voting member if there are voting members absent.**
- (b) The current terms for all **voting** positions on the commission shall be staggered as shown in Attachment A.

- (c) Following the completion of each new term established by subsection (1)(b) of this section, the term for each **voting** position shall thereafter be four years and shall commence on February 1st. **The term for each non-voting position shall thereafter be one year and shall commence on February 1st.**

Section 1. SMC 2.65.010 (“Arts Commission established – Membership”) Amended.
Section 2.65.010 of the Sammamish Municipal Code, “Commission established – Membership” is hereby amended to read as follows:

Section 2.65.010 Commission established – Membership

- (1) The Sammamish arts commission, consisting of nine **voting** members **and three non-voting members**, appointed and confirmed by a majority vote of the members of the City council, is established. The term of office **for voting members** shall be four years. **The term of office for non-voting members shall be one year.** Commission **voting** members shall be selected for staggered terms as shown in Attachment C. All subsequent appointments **of voting members** shall be for four years, or for the durations of an unexpired term in the case of an appointment to a vacancy. All commission members’ terms shall expire on January 31st and all successive terms shall commence on February 1st. **At the discretion of the Chair, a non-voting member(s) may be designated a voting member if there are commissioners absent.**

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section sentence, clause or phase of this ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage, approval, and publication as provided by law.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 3RD DAY OF MARCH 2015.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

Attest:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 10, 2015

First Reading: February 17, 2015

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1



Meeting Date: February 17, 2015

Date Submitted: 2/9/2015

Originating Department: Admin Services

Clearances:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Attorney | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input checked="" 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: Appointment: Pro/Con Committee for Ballot Measure regarding Klahanie Annexation

Action Required: Appoint no more than three people to the Pro Committee and direct them to prepare statements for the April 28, 2015 Special Election Voters Pamphlet

Exhibits: 1. Applicant Letters of Interest

Budget: n/a

Summary Statement:

The City Council has directed staff to prepare a ballot measure for voters in the Klahanie Potential Annexation Area to decide upon annexing to the City of Sammamish. This ballot measure will be on the April 28, 2015 Special Election. King County Elections requires that, if possible, a committee be formed to write a Pro Statement supporting the measure and a committee to write a Con Statement in opposition to the measure for inclusion in the Voter's Pamphlet. The committees shall be comprised of three or less members. These appointments must be made by the City Council and submitted to King County Elections no later than March 13, 2015. The statements must be received by King County Elections no later than March 16, 2015.

Background:

The process to recruit members for these committees included posting a notice on the city website on January 22, 2015 and press releases to the local papers. Residents were informed of the Council's intent to create the committees and they were invited to express their interest by emailing the City Clerk, identifying which committee they would like to be appointed to serve on. The application deadline was February 11, 2015. Four people expressed interested in serving on the committee for the Pro Statement. No one came forward to serve on the Con committee.

Council should appoint no more than three (3) members to the Pro committee. Although the committee is limited to three members, the committee may consult with as many other people as they feel necessary. After the appointments, the member's names will be submitted to King County Elections, who will send additional information about writing the statements directly to the committee members.

The city does not participate in writing either statement. King County Elections may also chose to appoint members to the Con committee.

Financial Impact: n/a

Recommended Motion: Motion to appoint three members to the Pro Committee to write statements for the April 28, 2015 Voter's Pamphlet.

Exhibit 1

Pro/Con Committee Klahanie

Kirsten O'Malley-Keyes

Michael Foss

Richard L'Heureux

John James

Exhibit 1

Exhibit 1

From: [Mike Foss](#)
To: [Melonie Anderson](#)
Cc: [Rob Young](#); Kirsten@pacificlearningacademy.com; "[Richard Lheureux](#)"
Subject: Vote yes for Sammamish Annexation ballot statement reasoning
Date: Tuesday, February 10, 2015 2:43:23 PM

Dear Ms. Anderson

Thank you for the opportunity to outline my thoughts on participating in the "yes" statement for the February 28th vote on annexation. Having been very involved in the Annexation to Issaquah vote yes team for years, I now look back and realize that the campaign was a good one but not the right one for the PAA. Since the defeat of the Annexation to Issaquah campaign I have had the pleasure of seeing and experiencing the enthusiasm and drive presented to the PAA by the City of Sammamish. I have met and worked with many of the leadership in communicating the value of this annexation and find their communication, information and commitment has been outstanding and as one that thought Issaquah was the choice I now look back and say NO to Issaquah and YES to Sammamish. The services to be provided, taxes to be reduced and welcoming style of communication are exactly what the PAA deserves and is looking for. The Klahanie PAA after years of floating out in the lost area of Unincorporated King County belongs and should be a part of Sammamish. If this vote does not pass it could be many more years of King County lack of services with higher taxes as a result.

Thank you for your consideration and I hope to have the chance to more fully state the value of joining Sammamish with the Vote Yes - ballot statement.

Thanks and have a great day,

Mike

Michael Foss
mfoss9@comcast.net

Exhibit 1

Exhibit 1

February 11, 2015

Sammamish City Council
c/o Melonie Anderson
City Clerk
City of Sammamish
1801 244th Avenue NE
Sammamish, WA 98074

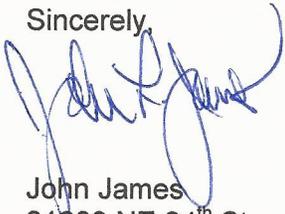
Dear Councilmembers,

Per the request of the Melonie Anderson, City Clerk, this is a follow-up letter to my email volunteering to be a part of the "Pro" Klahanie Annexation Committee for the April ballot issue. I feel my knowledge of the situation and understanding of the benefits to both the Klahanie Area residents in unincorporated King County coupled with my recent experience as a Councilmember and former Deputy Mayor in the City of Sammamish give me a unique perspective to help write the "Pro" statement. My goal is to provide accurate information, so that voters in that area can make an informed decision. It has been my long-held belief that the Greater Klahanie Area (that includes the planned community of Klahanie, but also the adjoining neighborhoods) would be a good fit not only for the citizens of Sammamish, but also for the residents that currently live in that area. Not only will the residents enjoy the financial windfall of their taxes going down by joining the City of Sammamish (based on the preliminary report conducted by the City of Sammamish), but they will also benefit from enhanced police protection as well as the knowledge that their excellent fire services will be provided by Eastside Fire and Rescue. One only has to look at the map and realize the Greater Klahanie Area is already bordered by a large area of Sammamish that appears as if a piece of a puzzle had been left out in the initial incorporation over 15-years ago. In addition, many of those in the Klahanie Area enjoy the services that our City provides with our desirable parks to the newer King County public library situated in our Town Center as well as their children attending the wonderful Skyline High School. We also have a shared interest in improving the roadways used by both Sammamish Citizens as well as Klahanie Area residents. A yes vote for annexation would provide a mutual benefit of focusing our combined tax revenues and provide the opportunity to improve those roadways to relieve congestion on both the Issaquah-Pine Lake Road and SE Issaquah Fall City Road.

My hope is that if selected I will work with the other "Pro" Committee members to communicate the advantages of our great City of Sammamish and their community coming together. I believe I can be a voice that represents welcome arms to those residents in the underserved and overtaxed area of King County that will be a cost savings and improved services to the residents of the Greater Klahanie Area and it appears to have no financial impact to our current citizens.

It would be an honor and a privilege to serve on the "Pro" Klahanie Area Annexation Committee if I am appointed.

Sincerely,



John James
21603 NE 24th Street
Sammamish, WA 98074

Exhibit 1

Exhibit 1

From: [Richard Lheureux](#)
To: [Melonie Anderson](#)
Cc: [Rob Young](#); [Kirsten O'Malley](#); [Mike Foss](#)
Subject: Statement FOR Annexation to Sammamish
Date: Monday, February 9, 2015 6:44:39 PM

Dear Melanie;

I would like to be included in preparing the Statement FOR Annexation to Sammamish by the Klahanie PAA. My reasons are simple: I was deeply involved in the initial vote to annex to Issaquah in 2004 and again in 2013 to include numerous presentations to the Issaquah City Council and Letters to the Editor published in both the Issaquah Press and the Issaquah/Sammamish Reporter. Although I was enthusiastically in favor of that annexation, that is no longer the subject for consideration. Subsequent to the 2014 vote, my meetings with officials of the City of Sammamish have convinced me that Sammamish is a very well managed and forward looking community and I sincerely believe that annexation is clearly in the best interest of both the PAA and the City of Sammamish. I would be pleased to offer whatever value I can bring to successfully achieve the goal of annexing the Klahanie PAA to the city and I believe that, based on my past involvement in both 2004 and 2013, I would be a credible advocate in support of this annexation effort.

Thanks for listening. Richard A. L'Heureux, Klahanie PAA Resident

Exhibit 1

Melonie Anderson

From: Kirsten O'Malley, Pacific Learning Academy <Kirsten@PacificLearningAcademy.com>
Sent: Wednesday, February 11, 2015 8:51 PM
To: Melonie Anderson
Cc: Mike Foss; r.lheureux@comcast.net; 'Rob Young'
Subject: Statement in Favor - Sammamish Annexation

To: Melonie Anderson
City Clerk
City of Sammamish

Thank you for considering me for the opportunity to be a part of the PRO Klahanie Annexation voter's pamphlet statement for the April 28 election.

As the Chair of Klahanie Choice, I had the distinct honor of leading the group that sought to educate and empower Klahanie and PAA residents last year about the many benefits of becoming a part of the Sammamish community. Through letters to the editor, attending City Council meeting, sign waving, fund-raising, and informative website and social media collaborations, our group was able to help Klahanie residents realize that Sammamish was a true (and better) option for our citizens even though the city itself was not on the ballot. It was a huge challenge, and one we are proud to have influenced.

Because of my participation and leadership with this group, I am eager to share once again with my neighbors the many benefits of leaving King County and becoming a part of a city that has proven itself one of the most efficiently run in the state, with cash reserves and no bonded debt to boot. We are excited about lower property taxes and increased services, a more efficient police force, and improvements to our local roadways.

I am a Klahanie resident, a former President of the Sammamish Chamber of Commerce, and an avid volunteer for our local schools. This community is important to me, and joining Sammamish will be a positive step for both my neighbors and myself this April. Thank you again for considering me to be on the Klahanie Annexation Statement in Favor team.

Sincerely,

Kirsten O'Malley
Kirsten@PacificLearningAcademy.com
425-562-3545

Exhibit 1



Meeting Date: February 17, 2015

Date Submitted: 2/11/2015

Originating Department: City Manager

Clearances:

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

Subject: Resolution approving A Coalition for Affordable Housing (ARCH) 2015 Budget and Work Program

Action Required: Motion to approve resolution (with attachments)

- Exhibits:**
1. Draft Resolution
 2. Exhibit A - ARCH 2015 Budget
 3. Exhibit B- ARCH 2015 Work Program

Budget: \$60,644 allocated in Account #001-090-559-20-49-08 in 2015-2016 Budget

Summary Statement:

Sammamish, as a member of ARCH, participates in budget and work program development. This proposed Resolution provides City of Sammamish approval for the ARCH budget and work program as drafted.

This year, ARCH is assisting Sammamish staff with an update to its Housing Strategy Plan including evaluation to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities); assisting with the development and implementation of the site donated to Habitat; and assist City staff with implementation of the Town Center affordable housing provisions. Housing produced with the assistance of the ARCH Trust Fund counts towards Sammamish's Growth Management Act housing goals.

Background: This Resolution follows the presentation to the City on February 17, 2015 by Arthur Sullivan, ARCH Program Manager.

Financial Impact: \$60,644 as budgeted for 2015.

Recommended Motion:

Approve the Resolution approving the 2015 proposed budget and work program.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2015-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL APPROVING THE 2014 BUDGET AND
WORK PROGRAM FOR A REGIONAL COALITION
FOR HOUSING**

WHEREAS, the Sammamish has adopted a comprehensive plan containing a housing element which meets the requirements of the State Growth Management Act (GMA); and

WHEREAS, A Regional Coalition for Housing (ARCH) has assisted the City in meeting its GMA objectives in the development and implementation of the housing element of the comprehensive plan; and

WHEREAS, the City Council at its April 20, 2010 meeting authorized execution of the Amended and Restated Interlocal Agreement for A Regional Coalition for Housing (ARCH) by and between Sammamish, 14 other cities and King County updating and continuing the operations of ARCH; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement (I2002-141(3)) provides that the annual budget and work plan for ARCH shall be recommended by the ARCH Executive Board to each member jurisdiction, and recommendation has been made; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement also provides that the recommended budget and plan shall not become effective until approved by the legislative body of each member jurisdiction;

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

The City of Sammamish City Council hereby:

Approves the 2015 ARCH Administrative Budget and Work Program, as set forth in Attachment A.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 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: February 10, 2015

Passed by the City Council:

Resolution No. R2015-_____

Final 12-11-14

ARCH WORK PROGRAM: 2015

I. PROJECT ASSISTANCE

A. Oversight of Local Monetary Assistance

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance.

Provide a variety of types of affordable housing and that meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments. Includes monitoring for long term sustainability of previously funded projects and working with other funders in the initial overall review, and any follow up evaluation of individual projects.

Objective: Monitor ongoing financial activities of the ARCH Trust Fund account and provide updated information to members.

Develop sustainable strategies for the HTF to meet local housing goals and preserve publicly assisted affordable housing.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, etc) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

B. Special Initiatives This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either

Exhibit 2

existing initiatives or examples of initiatives likely to emerge:

Trust Fund Long Term Issues.

ARCH Trust Fund: Dedicated Funding Source. Continue work that began in 2014 to explore and evaluate the feasibility of a dedicated funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2015 is expected to focus on working with council to develop a recommendation, and as applicable initial steps of implementing any recommendation.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. faith community properties) for suitability of affordable housing. Currently identified opportunities include:

-
- Continue to assist Sammamish with coordinating development on the surplus city site by Habitat for Humanity of East King County.
- Continue to assist Sammamish staff with coordinating the development of the city's surplus site for ownership housing with Habitat for Humanity.
- Continue to assist Redmond staff with coordinating the development of the 160th site for senior affordable housing development in Downtown Redmond.
- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives.
- Lake Washington School District property in NE Rose Hill.

Winter Shelter. Support efforts by Eastside Human Services Forum, EHAC and cities to develop an East King county sub-regional strategic approach to winter shelter for homeless adults and families. This work will also include working with member cities and local services agencies to implement a long term strategy for providing winter shelter. In 2015 expected work will include in securing capital funding and identification of an appropriate site. Overall goal is to implement a long term strategy by the end of 2016.

Objective: Identify one or more specific sites in East King County to be made available for housing and member jurisdictions to develop a long term strategy for addressing winter shelter for homeless persons and families.

Eastside Homebuyer Program.

Continue working with Washington State Housing Finance Commission to implement the third phase of the House Key Plus ARCH Down Payment Assistance Program. Include a program assessment and potential refinements of program to respond to current market conditions. As part of this assessment explore with King County and other jurisdictions overall approaches to providing affordable ownership housing.

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. Continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing. .

Objective: Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing.

II. HOUSING POLICY PLANNING

Work items in this section are grouped into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefits multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

A. Local Planning Activities

ARCH Housing Strategy Program. ARCH members collectively identified a number of Priority Housing Strategies to help guide local housing activities and ARCH assistance to cities. These include:

- Ongoing education of staffs and officials through Housing 101 Workshops for staffs and new local officials; updating information in the Housing 101 Workbook, annual study sessions with member councils to review current issues and activities and materials profiling current programs and housing trends.
- Assisting members that incorporate priority strategies into their local work program (e.g. property tax exemption program in mixed use zones, regulatory incentive programs, regulations to increase housing diversity (mixed use, innovative housing, housing emphasis zones). (Note: See Local Housing Efforts below for specific activities by members.)

Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information is available to members and will be incorporated into ARCH education fliers and Housing 101 report.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs, and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Elements / Housing Strategy Plans. Over the past year, ARCH staff has assisted a number of members with updates to the Housing Element of their Comprehensive Plans including completing a Housing Needs Assessment. Most of the work has completed with these updates, but ARCH staff will continue to assist members through the Comprehensive Plan adoption process by Councils. For a number of members, their Housing Element includes a policy to prepare a Housing Strategy Plan to identify and prioritize strategies to implement Housing Element policies. In 2015, ARCH staff anticipates assisting a number of members with developing a local Strategy Plan.

Exhibit 2

Objective: Assist with preparation of Housing Strategy plans for members that include such a policy in their Housing Element.

Accessory Dwelling Units (ADUs). Several ARCH members have expressed interest in evaluating current ADU regulations and explore other ways to increase availability of ADUs. ARCH staff will assist with convening interested ARCH member cities to evaluate existing ADU regulations and determine ways to inform the broader community.

Planning Efforts Related to Homelessness. Several ARCH members have expressed interest in evaluating local procedures and potentially exploring more collaborative approaches to addressing issues related to local homeless needs. ARCH staff will assist local staff in researching and as needed convening joint work in this area.

Impact Fee Waivers. In response to revisions of state law allowing impact fee waivers for affordable housing, support as needed ARCH member cities' review and adoption of local legislation to implement state authority to grant impact fee waivers.

Local Housing Efforts. ARCH staff will continue to assist local staffs in local efforts to update land use, zoning and other codes in order to implement Comprehensive Plan policies. Following are specifically identified areas that ARCH will assist local staff with accomplishing.

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

Bellevue

Assist City with a Housing Strategy Plan.

Assist City staff with implementing administrative procedures for the Bel-Red land use incentive program.

Assist with Council evaluation of a Multifamily Tax Exemption program in the City and if adopted development of administrative procedures.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors and station areas where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in innovative housing ordinance for NB properties within the Newport Hills Commercial Center.

Bothell

Assist city with a Housing Strategy Plan.

Assist city staff with review and update of existing Accessory Dwelling Units regulations.

Assist city staff with work related to affordable housing component of the city's LIFT program in their downtown areas. Includes assisting with any reporting

requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

Clyde Hill

Assist City with rental of City's affordable rental unit.

Issaquah

Assist City with a Housing Strategy Plan.

Continue work with City staff to implement development standards and regulations related to the housing policies adopted in the Central Issaquah Plan and Central Issaquah Standards.

Based on policy direction in Central Issaquah Plan, assist City staff with research and presentation to council related to establishing a Multifamily Tax Exemption program in Central Issaquah. If program is approved by Council, assist staff with establishing administrative procedures.

As needed, assist City staff with administration of the affordable housing provisions of the Lakeside and Rowley development agreements.

Issaquah Highlands: Monitor the implementation of any remaining portions of the Issaquah Highlands affordable housing development agreement.

Assist City staff in preparing an annual Affordable Housing Report Card/Analysis – a 2014 Council Goal.

Kenmore

Assist City with a Housing Strategy Plan

Assist in review of affordable housing regulations as needed for the City's Transit Oriented District.

Assist staff with assessing and potentially updating impact fee waiver regulation.

Consult and provide assistance to City staff on specific sites with affordable housing opportunities such as in the downtown and on city owned property.

Kirkland

Assist City with an update to their Housing Strategy Plan.

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Exhibit 2

Assist City staff with housing issues that come before Council Planning and Economic Development Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

Mercer Island

Assist City with a Housing Strategy Plan.

Assist staff with Town Center code revisions as they pertain to affordable housing.

Assist City staff with completion of administrative procedures and documents associated with the land use incentive and tax exemption programs for Town Center.

Provide project support for Town Center development projects that include affordable housing.

Newcastle

Assist City with a Housing Strategy Plan.

Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADUs.

Redmond

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Continue to assist staff with coordinating the development of the 160th site for senior affordable housing development in Downtown. (See Special Initiatives).

Assist with the creation of user guides for implementing housing requirements.

Assist with the implementation of other high priority items identified in the Strategic Housing Plan, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with pursuit of creative ways to implement the provisions for affordable housing in projects such as the Group Health and Limited Edition Development Agreements in Overlake; including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs) (see above).

Assist with carrying out implementation strategies that result from the investigation of emerging housing markets and East Link Corridor housing strategies as described below under regional issues.

Assist City staff and Council with evaluating and, if appropriate, implementing a tax incentive program for affordable housing, as allowed under RCW 84.14.

Provide assistance as needed in further planning and implementing neighborhood plans (e.g. Southeast Redmond) with respect to housing.,

As follow up to City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach effort to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

Sammamish

Assist City with an update to their Housing Strategy Plan.

Assist City staff with development and implementation for site donated to Habitat (see special initiatives).

Evaluate Strategy Plan to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities).

Assist City staff with implementation of Town Center affordable housing provisions

Woodinville

Assist City staff with a Housing Strategy Plan.

Assist with review and any update of affordable housing and accessory dwelling unit programs and regulations.

Assist City staff and Planning Commission with evaluating and developing incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

Yarrow Point

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

King County See Regional/Planning Activities below.

Complete standard covenants, and monitor the implementation of the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements. This includes monitoring annual progress toward achieving affordability goals; and providing information to developers on details

about how the program is implemented.

General Assistance. In the past, there have been numerous situations where members have had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen planning initiatives. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

B. Regional/Countywide Planning Activities

PSRC – Growing Transit Communities (GTC). PSRC in a partnership with public and private agencies from the Central Puget Sound region with a HUD Sustainable Communities Planning Grant completed a regional GTC strategy plan. Several ARCH members and ARCH are participating in follow up efforts coordinated by the GTC Advisory Committee. ARCH staff will assist member jurisdictions to evaluate and implement GTC strategies relevant to their respective communities. Some specific activities for individual members are described above in the Local Housing Efforts section. One general activity being pursued is a loan acquisition program (REDI). ARCH will participate in work groups and if enacted assist with implementation. Another general area of activity could be to assist member cities with familiarizing the development community about local housing incentives available in their communities.

Objective: Obtain information that is applicable to ARCH member cities' housing development efforts and assist with implementing GTC strategies.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPs for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items (e.g. identifying and collecting key regional data for monitoring progress).

Legislative Items. ARCH staff will track state and federal legislative items that relate to affordable housing that could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLIHA) to contact legislators regarding proposed legislation.

Committee to End Homelessness (CEH)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the CEH in the coming year includes continued coordinated allocation of resources, and initiating several specific proposals (e.g. shelters, addressing homelessness for veterans, families conversion process, and youth and young adults). Role for ARCH staff is expected to include participating in the CEH Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of CEH/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC, including longer term solutions for winter shelters in East King County (see Special Initiatives).

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including the Committee to End Homelessness.

Have one or more specific local programs initiated as part of the 10 Year Plan to End Homelessness.

III. HOUSING PROGRAM IMPLEMENTATION

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to loans made by jurisdictions to projects (see I. Project Assistance). An objective in 2015 is to update administrative procedures in response to changing practices in the real estate market such as payment of various utilities by residents. .

Objective: Ensure projects are in compliance with affordability requirements which involve collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Ensure accurate records for affordable ownership units, including audit units for owner occupancy and proper recording of necessary documentation.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. This effort will include convening member planning staff to review potential revisions, consulting with King County and other local ownership programs, and seeking approval from Secondary Market lenders (e.g. FHA, Fannie Mae) of any potential revisions. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability.

Information for public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding or regulatory requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see Local Planning Activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. As part of Housing 101, in addition to the Housing 101 workbook and related brochures, conduct some type of specific education event. In 2015, Housing 101 could entail a more public event such as the Community Recognition Awards or short videos to be broadcast on local cable channels.

Objective: Develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

ARCH Web Site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information. Add a new page to the website that provides a quarterly update on a timely topic, and disperse information to member councils and staffs.

Objective: Maintain the ARCH web site and update the community outreach portion by incorporating information from Housing 101 East King County, as well as updated annual information, and links to other sites with relevant housing

information (e.g. CEH, HDC).

Make presentations, including housing tours, to at least 10 community organizations.

Media coverage on at least six topics related to affordable housing in East King County related to work done by Cities/ARCH and articles in local city newsletters.

Advice to Interested Groups. Provide short-term technical assistance to community groups, faith communities and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved. In 2015, undertake an effort to educate realtors about local Affordable Ownership program.

Objective: Increase awareness of existing funding programs by potential users.

Increase opportunities for private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards. Continue to inquire among cities within the ARCH Sphere of Influence that are not members of ARCH (e.g. Snoqualmie Valley cities) potential interest in becoming a member of ARCH.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and a wide range of housing and community perspectives.

Exhibit 2

2015 ARCH Administrative Budget

Final 12-12-14

I. ANNUAL OPERATING EXPENSES

Item	2014 Budget	2015 Budget	Change Budget	Percent Change
Staffing *				
Sub-total	\$ 561,506	\$ 580,799	\$ 19,292	3%
Rent	\$ 21,600	\$ 22,248	\$ 648	3%
Utilities	Incl^	Incl^	Incl^	Incl^
Telephone	\$ 3,296	\$ 3,395	\$ 99	3%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 3,150	\$ 3,150	\$ -	0%
Copier Costs	\$ 2,000	\$ 2,000	\$ -	0%
Office Supplies	\$ 2,060	\$ 2,348	\$ 288	14%
Office Equipment Service	\$ 1,500	\$ 1,500	\$ -	0%
Fax/Postage	\$ 1,200	\$ 1,200	\$ -	0%
Periodical/Membership	\$ 3,700	\$ 3,700	\$ -	0%
Misc. (e.g. events,etc.)	\$ 1,680	\$ 1,680	\$ -	0%
Insurance	\$ 8,700	\$ 9,135	\$ 435	5%
Reorganization Admin	\$ 650	\$ 650	\$ -	
Sub-total	\$ 26,640	\$ 27,363	\$ 723	3%
TOTAL	\$ 613,042	\$ 633,805	\$ 20,762	3.39%

* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

Exhibit 2

II. ARCH ADMINISTRATIVE BUDGET: 2015 IN-KIND CONTRIBUTIONS

Salary	Annual Cost	Value of In-King Contributions Bellevue	Required Cash
Manager	\$ 117,994	\$ 117,994	\$ -
Benefits	\$ 38,690	\$ 38,690	\$ -
Associate Planner I	\$ 101,685		\$ 101,685.02
Benefits	\$ 35,856		\$ 35,855.86
Associate Planner II	\$ 87,707		\$ 87,707.14
Benefits	\$ 33,427		\$ 33,426.50
Clerk I	\$ 71,867		\$ 71,867.24
Benefits	\$ 30,674		\$ 30,673.53
Clerk II	\$ 38,095		\$ 38,095.04
Benefits	\$ 24,804		\$ 24,803.92
Sub-total	\$ 580,799	\$ 156,684	\$ 424,114.25
Rent at Family Resource Ce	\$ 22,248		\$ 22,248.00
Utilities	Incl^		
Telephone	\$ 3,395		\$ 3,394.88
Travel/Training	\$ 2,000		\$ 2,000.00
Auto Mileage	\$ 3,150		\$ 3,150.00
Copier Costs	\$ 2,000		\$ 2,000.00
Office Supplies	\$ 2,348		\$ 2,348.40
Office Equipment	\$ 1,500		\$ 1,500.00
Fax/Postage	\$ 1,200		\$ 1,200.00
Periodical/Membership	\$ 3,700		\$ 3,700.00
Misc.	\$ 1,680	\$ 219	\$ 1,461.33
Insurance	\$ 9,135	\$ 9,135	\$ 8,916.33
Reorganization Cost	\$ 650	\$ 650	\$ -
Sub-total	\$ 27,363	\$ 10,004	\$ 17,359.73
TOTAL	\$ 633,805	\$ 166,688	\$ 467,116.86

Exhibit 2

III. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions	2014		2015 Change		Percent Change
Bellevue	\$	-	\$	-	-
Bothell	\$	45,890	\$	52,731.94	\$ 6,841.78
Issaquah	\$	27,565	\$	40,542.65	\$ 12,977.15
King County	\$	43,466	\$	43,466.00	\$ -
Kirkland	\$	81,310	\$	103,129.49	\$ 21,819.54
Mercer Island	\$	29,882	\$	29,882.38	\$ -
Newcastle	\$	11,675	\$	13,425.89	\$ 1,751.03
Redmond	\$	65,020	\$	70,460.67	\$ 5,441.10
Woodinville	\$	12,864	\$	13,867.53	\$ 1,003.47
Beaux Arts Village	\$	1,569	\$	1,569	\$ -
Clyde Hill	\$	3,205	\$	3,760	\$ 555.30
Hunts Point	\$	1,569	\$	1,569	\$ -
Medina	\$	3,218	\$	3,785	\$ 567.95
Yarrow Point	\$	1,569	\$	1,569	\$ -
Sammamish	\$	53,334	\$	60,644	\$ 7,309.30
Kenmore	\$	25,918	\$	26,713	\$ 795.20
Other	\$	-	\$	-	\$ -
TOTAL	\$	408,055	\$	467,117	\$ 59,061.83
B. In-Kind Contributions		2014		2015 Change	Percent Change
Bellevue	\$	153,342	\$	166,688	\$ 13,346 8.70%
TOTAL	\$	153,342	\$	166,688	\$ 13,346
C. Total Contributions *		2014		2015 Change	Percent Change
Bellevue	\$	153,342	\$	166,688	\$ 13,346 8.70%
Bothell	\$	45,890	\$	52,732	\$ 6,841.78 14.91%
Issaquah	\$	27,565	\$	40,543	\$ 12,977.15 47.08%
King County	\$	43,466	\$	43,466	\$ - 0.00%
Kirkland	\$	81,310	\$	103,129	\$ 21,819.54 26.84%
Mercer Island	\$	29,882	\$	29,882	\$ - 0.00%
Newcastle	\$	11,675	\$	13,426	\$ 1,751.03 15.00%
Redmond	\$	65,020	\$	70,461	\$ 5,441.10 8.37%
Woodinville	\$	12,864	\$	13,868	\$ 1,003.47 7.80%
Beaux Arts Village	\$	1,569	\$	1,569	\$ - 0.00%
Clyde Hill	\$	3,205	\$	3,760	\$ 555.30 17.33%
Hunts Point	\$	1,569	\$	1,569	\$ - 0.00%
Medina	\$	3,218	\$	3,785	\$ 567.95 17.65%
Yarrow Point	\$	1,569	\$	1,569	\$ - 0.00%
Sammamish	\$	53,334	\$	60,644	\$ 7,309.30 13.70%
Kenmore	\$	25,918	\$	26,713	\$ 795.20 3.07%
Other**	\$	51,645	\$	-	\$ (51,645.00)
TOTAL REVENUE	\$	613,042	\$	633,805	\$ 20,762.44 3.39%
TOTAL COSTS	\$	613,042	\$	633,805	\$ 20,762.45 3.39%
BALANCE				\$0	

* Changes are disproportionate in order to realign contributions based on recent annexations and updated census population figures.

** ARCH administrative reserves and misc income.



Meeting Date: February 17, 2015

Date Submitted: 2/12/2015

Originating Department: City Manager

Clearances:

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

Subject: Resolution authorizing the City of Bellevue as Administering Agency of A Coalition for Affordable Housing (ARCH) to execute all documents necessary to enter into Agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's ARCH Housing Trust Fund.

Action Required: Motion to approve Resolution

Exhibits:

1. Resolution
2. Exhibit A – Housing Trust Fund Memo with Attachments

Budget: Social and Human Services – Professional Services (001-050-559-20-41-00)

Summary Statement:

The City's adopted 2014 portion of the 2013/2014 biennial budget includes funds reserved for projects recommended through the ARCH Housing Trust Fund in the affordable housing account line of the Social and Human Services Department. Approval of this resolution will authorize expenditure of those funds by ARCH.

Background: The ARCH Executive Board has recommended the City of Sammamish participate in the funding of the Congregations for the Homeless East King County Men's Permanent Winter Shelter in an amount not to exceed \$18,000, and Parkview Services Home XI in an amount not to exceed \$1,600. Once authorized, the Administering Agency will execute the necessary documents. These funds were previously expended by the City and are held in trust by the Administering Agency for ARCH.

Financial Impact: No financial impact. These funds were paid to ARCH in 2013 and 2014.

Recommended Motion:

Move to adopt the Resolution authorizing the expenditures recommended by the ARCH Executive Board.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-___**

**A RESOLUTION AUTHORIZING THE DULY-APPOINTED
ADMINISTERING AGENCY FOR ARCH TO EXECUTE ALL
DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR
THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS
RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING
FUNDS FROM THE CITY'S HOUSING TRUST FUND.**

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Sammamish participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain affordability over time; and

WHEREAS, the City Council at its April 20, 2010 meeting approved the Amended and Restated Interlocal Agreement for ARCH (I2002-141(3)); and

WHEREAS, the City Council desires to use \$19,600 from City funds as designated below to finance the projects recommended by the ARCH Executive Board; now, therefore,

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH (I2002-141(3)) to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund Congregations for the Homeless East King County Men's Permanent Winter Shelter in an amount not to exceed \$18,000, and Parkview Services Home XI in an amount not to exceed \$1,600.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of December 12, 2014, a copy of which is attached hereto as Exhibit A.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 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:

Passed by the City Council:

Resolution No.



A Regional Coalition for Housing

Together Center
16225 NE 87th Street, Suite A-3 ♦ Redmond, Washington 98052
(425) 861-3677 ♦ Fax: (425) 861-4553 ♦ www.archhousing.org

MEMORANDUM

TO: City of Bellevue Council Members
City of Clyde Hill Council Members
Town of Hunts Point Council Members
City of Issaquah Council Members
City of Kenmore Council Members
City of Kirkland Council Members
City of Medina Council Members
City of Mercer Island Council Members
City of Newcastle Council Members
City of Redmond Council Members
City of Sammamish Council Members
City of Woodinville Council Members
Town of Yarrow Point Council Members

FROM: Lyman Howard, Chair, and ARCH Executive Board

DATE: December 12, 2014

RE: Fall 2014 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board has completed its review of the four applications for the Fall 2014 Housing Trust Fund round. The CAB recommends funding for three projects. Recommendations total \$1,400,800 as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, the CAB recommendation and rationale, and proposed contract conditions for the three proposals recommended for funding at this time. Also enclosed is a project summary table, a chart summarizing overall funding sources, an economic summary for each projects, and a summary of funded projects to date.

1. Congregations for the Homeless/King County Housing Authority EKC Men's Winter Shelter

Funding Request:	\$700,000 (Secured Grant) 50 beds
CAB Recommendation:	\$700,000 (Secured Grant) See attached Funding Chart for distribution of City Funds

ARCH Members

BEAUX ARTS VILLAGE ♦ BELLEVUE ♦ BOTHELL ♦ CLYDE HILL ♦ HUNTS POINT ♦ ISSAQUAH ♦ KENMORE ♦ KIRKLAND
MEDINA ♦ MERCER ISLAND ♦ NEWCASTLE ♦ REDMOND ♦ SAMMAMISH ♦ WOODINVILLE ♦ YARROW POINT ♦ KING COUNTY

Exhibit 2

Project Summary:

Congregations for the Homeless (CFH) with the support of King County Housing Authority (KCHA) is applying to ARCH for the acquisition of a property to be developed as a permanent winter shelter for men. For the past six years East King County cities have funded two winter shelters: one for unaccompanied men and one for women and families. CFH has operated the men's emergency winter shelter during that time, at non-permanent locations usually churches or civic buildings, which have sometimes been in single family neighborhoods. The emergency shelter is a low barrier shelter which means few requirements on the shelter guests other than they don't pose a danger to other guests. The emergency shelter started out being open only on severe winter nights, but moved to being open all nights from November through March. This application takes the project a next step to a permanent location better located for shelter guests, and also be able to house daytime services and drop in center. ARCH-member planning staff have already identified a number of locations generally in or near transit-served centers and near services which would be appropriate for siting the shelter. Initially the shelter and daytime services could operate on a similar schedule as the current facilities – night time shelter during winter months and daytime services weekdays throughout the year. To the extent there is additional private and/or public funding support, it could expand the period shelter and day services are available.

The proposed shelter is sized to house at least 50 men. It would include kitchen and dining facilities, gathering space, computer lab, staff and counseling offices, a hygiene center including washrooms, showers and laundry, staff laundry, bedding storage area and sleeping areas. Ultimately the goal is to create a second similar facility for women/families. The acquisition could include a building shell which could be renovated for the purpose of the shelter/day center, or it could mean new construction. The ARCH funding in conjunction with an interim Loan from King County would be used to acquire the property. After acquisition, a final budget will be prepared and other permanent funding will be sought including permanent funding from King County and State Housing Trust Fund and a capital campaign by CFH.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

- Provides shelter during winter months for at least 50 men and part time daytime services year round which has been a demonstrated need over the past 5 years in East King County.
- Is consistent with Countywide Committee to End Homelessness priorities.
- Operator is respected, and has been successful for six years of operation in serving this population in a winter shelter.
- Would help address challenges of siting a temporary shelter on an annual basis.
- Permanent location would allow it to be better located close to transit and services and not impact single family neighborhoods.
- Permanent facility would provide opportunity to expand period shelter and day services are available with additional operating funds
- KCHA as interim owner will allow CFH to act to secure and hold potential site.

While it is not typical to recommend funding prior to a specific site is identified, it is recognized that there are special circumstances associated with this proposal. First, there is a temporary location for the shelter that is only available the next two winters and a new location needed by winter 2016. Second, acquiring properties in the areas being targeted can be competitive and require relatively quick action to

Exhibit 2

secure an option. In the recommended conditions, there are several special conditions intended to address these circumstances.

Potential Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo

Special Conditions:

1. Prior to September 1, 2015, CFH shall provide to City or Administering Agency an update on the status of the project which will include: update on status of a site search, updates on the status of the capital campaign and applications for other public funding; updated capital and operating budgets (including reflecting federal funding requirements); and progress toward being able to meet all funding conditions within the 18 month period specified in Condition 2. If the City or Administering Agency evaluation indicates that funding conditions cannot be met within the 18 month funding condition period, (e.g. status of site search, progress on the capital campaign, application for other funding, updated budgets), then the ARCH Executive Board will be authorized to have the funding award expire and CFH will have to reapply to ARCH for funding.
2. In the event the first funding condition is met, the funding commitment shall be extended to eighteen (18) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City or Administering Agency no later than sixty (60) days prior to the expiration date. City or Administering Agency will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion.
3. CFH will provide a capital campaign strategy by March 2015 which includes key activities and campaign funding target milestones. Sustain operation over time through fundraising and other efforts.
4. With the approval of the ARCH Executive Board, up to \$50,000 of funds may be released for predevelopment expenses including Option money for securing a site, due diligence associated with securing the site and project management during the predevelopment phase. The remaining funds could be released upon all other public funding commitment.
5. Funds shall be used by CFH toward acquisition and related due diligence, construction, design and relocation costs. Final designation of use of funds, including any other project related purpose, must receive written authorization from ARCH staff.
6. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained, and the service funds necessary to provide services to this population are available.
7. A covenant is recorded ensuring affordability for at least fifty (50) beds for fifty (50) years at 30% AMI maximum income.
8. Upon identification of any specific site being considered CFH shall notify ARCH and the City where the site is located for review and approval. In addition CFH shall furnish to ARCH, for

Exhibit 2

review by the Citizen Advisory Board, terms for the site acquisition and updated development and operating budgets.

9. By March 2015, an outreach plan will be submitted to ARCH staff for review and approval. The outreach plan will include provisions such as:
 - Provide written notification to neighbors upon identification of a suitable site to include description of the project, and information regarding CFH that will include the website and contact number
 - Send out invitations and provide an opportunity for neighbors to individually and/or as a group to meet with CFH in an Open House or other format regarding the project during the site feasibility stage.
 - Strategies for maintaining community communication after development of a specific site, including information about what to do in case something out of the ordinary occurs.
10. As part of the quarterly monitoring report, CFH shall explicitly include any activities related to the neighborhood outreach plan; and progress of the Capital Campaign including active solicitations, amounts pledged and secured against campaign targets and how funds are allocated to the different projects covered by the campaign.
11. Prior to release of funds, the Agency shall submit to ARCH staff for review and approval the winter shelter operating plan including how the facility will be managed and maintained, maintaining the safety and security of shelter guests as well as neighbors, and the financial operations of the shelter.
12. In the event that any operating support funding levels will be reduced, the Agency shall inform ARCH Staff about the impacts the proposed reduction will have on the budget and plan for services to clients, and what steps shall be taken to address the impacts. A new budget or services plan must be approved by ARCH.

2. REDI (Regional Equitable Development Initiative) Fund

Funding Request: \$500,000 (Deferred Loan)
Unknown number of affordable units

CAB Recommendation: \$500,000 (Deferred Loan)
See attached Funding Chart for distribution of City Funds

Project Summary:

This application is for \$500,000 in seed funding for capitalizing a \$25 million revolving loan fund for the purpose of acquiring sites within a four-county region. The goal is for the program to be operational in 2015. The proposed mission statement for the fund is: “to promote equitable transit communities throughout the central Puget Sound region through strategic property acquisition lending that supports the development and preservation of housing and community facilities that meet the needs of low-income households and are located within walking distance of high-capacity transit services and stations.” ARCH’s funding combined with several other public funders (King County, Seattle, State Department of Transportation) is intended to then leverage funds from foundations and lenders. The three funding tiers are:

- \$5 million in first tier seed money from public sources;

Exhibit 2

- \$7.5 million second tier from foundations and mission driven investors;
- \$12.5 million third tier from banks and community development financial institutions.

The revolving loan is expected to be in place for at least ten years and when stopped, funds would be returned to investors with private investors being paid first, and principal returned to public funders as remains. The basic program follows models used in other parts of the country including the Denver Transit Oriented Development Fund, and the Bay Area Transit Oriented Affordable Housing (TOAH) Fund.

The REDI Fund proposal emerges from the work of the Growing Transit Communities (GTC) Partnership, a consortium of public, private, and non-profit stakeholders led by the Puget Sound Regional Council (PSRC). A framework and draft business plan for this project was developed by Enterprise Community Partners and Impact Capital, both of which are Community Development Finance Institutions (CDFIs) that are active in the central Puget Sound region.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

Would allow acquisition in areas evolving as supported by transit ahead of escalating property values

- Would leverage significant funding from banks and mission-driven organizations. The relatively small public investment by ARCH would give East King County developers access to acquisition loans to the order of several million dollars.
- The REDI fund will fill the gap in the spectrum of financial products currently available to developers interested in equitable TOD by allowing mixed income projects, providing longer term loans for land banking purposes, and providing larger loans for larger sites and completed properties.
- Revolving loan means potential for funds being made available to several projects in succession, and a return to city if the program is ended.
- Loans would be secured by real estate which could be sold at future value should individual projects not move forward.

While the CAB supports the intent of the REDI fund, because it is in its formative stage, it is not as evolved as many other programs. In addition, the program is unique in that it will support a wide range of types of housing with different financing and affordability levels. While these circumstances provide challenges, it is still recommended to make a conditioned funding award at this time because of the important intent of the program, and it would also allow ARCH members to be involved with the development of the program and better insure that ARCH member interests are accounted for in the program. The conditions clarify program issues that at a minimum must be addressed prior to program implementation and also provide for the ARCH Executive Board final review.

Potential Conditions:

Special / Revised Conditions:

1. The funding commitment shall continue for nine (9) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to City staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date, and expected schedule for start of construction and project completion. City staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital

Exhibit 2

funding has been secured or is likely to be secured within a reasonable period of time. City staff will grant up to a 12 month extension.

2. Funds shall be used by the Agency toward seed money for loan fund.

3. Completion of an Interlocal Agreement and Credit Agreement that is reviewed and approved through the ARCH Executive Board and that at a minimum address:

- Program and project criteria including:

- Geographic balance for use of the fund, with goals for sub-regions including East King County.
- Defined transit oriented neighborhood areas eligible for use of the fund with flexibility over time to account for changes in land use and transit service.
- Criteria for eligible borrowers.
- Overall affordability goals for housing created through fund. This should allow for different levels of affordability to encourage a range of types of developments and variety of financing approaches.
- Criteria for establishing loan terms (e.g. amount, interest rate, duration) for individual projects.
- Guidelines regarding eligible types of development, with the primary objective being the development of housing that includes affordable housing in stand-alone or mixed use development. Also provisions to help benefit other non-housing uses (e.g. community facilities; small businesses) as a secondary use in mixed use developments to encourage vibrant urban centers.
- Minimum developer contributions and how REDI funds could be blended with other funding sources.
- Review/underwriting criteria for evaluating individual sites, including establishing milestones to be able to evaluate appropriate progress on individual sites. Include some level of flexibility in these criteria to be responsive to different market conditions throughout the region.
- Procedures for disposition or other use of properties that are not able to proceed as proposed.
- Clear direction/policy regarding relocation.

- Governance issues including:

- Committee structure (Oversight and/or Loan), membership, frequency of meetings and responsibilities. Address ARCH Representation in governance structure.
- Process for identifying a fund manager and the roles and responsibilities of the fund manager.
- Procedures/process the fund will use to review individual applications and develop funding recommendation.
- The amounts and terms of funds from each investor, including minimum funding levels needed from each funding tier for program to become operational.
- How losses are allocated.
- Process for regular review and evaluation of REDI Fund activity and revisions to fund priorities and structure

4. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion.

Exhibit 2

5. Funds will be in the form of a deferred 0% interest loan with repayment upon closing the loan pool.

3. Parkview Homes XI

Funding Request: \$200,800 (Secured Grant)
3 Beds

CAB Recommendation: \$200,800 (Secured Grant)
See attached Funding Chart for distribution of City Funds

Project Summary:

Parkview Services, a Shoreline-based non-profit organization which to date has done 158 beds in 53 properties in the region, with this project is proposing to develop two homes in King County. The ARCH application is to help fund one of those homes, a Supportive Living Services Home in Bothell or Kirkland. The other home will be in Federal Way. For the ARCH sphere home they plan to acquire and remodel a three-bedroom house that will serve three (3) low-income individuals with developmental disabilities. A specific home will be identified once all funding is committed. Improvements will include remodeling to meet both Evergreen sustainability and ADA (Americans with Disabilities Act) accessibility standards, and a monitored fire suppression system.

There currently is no site control. The house to be bought will be remodeled to include accessibility features necessary for the initial tenants and for future tenants. Parkview will be looking to acquire suitably laid out minimum 1,500 square foot rambler-style houses that can easily be modified for accessibility.

Funding Rationale:

The CAB supported the intent of this application for the following reasons:

- Serves neediest developmentally disabled residents by relying on referrals from the State DDD for new residents
- Provides housing for a population (Special Needs housing) that currently is below long term ARCH Trust Fund goals
- Property will have 24/7 non-resident care provider coverage
- Acquisitions to be done near transit and community amenities
- Developer has long track record with properties in King County and good reputation with funders and Department of Developmental Disabilities
- Is on the Department of Commerce Trust Fund LEAP (Legislative Evaluation and Accountability Program) list in the special needs set aside

Potential Conditions:

Standard Conditions: Refer to list of standard conditions found at end of this memo

Special / Revised Conditions:

1. The funding commitment shall continue for six (6) months from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will

Exhibit 2

provide a status report on progress to date, and expected schedule for start of construction and project completion. ARCH staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time. ARCH staff will grant up to a 12 month extension. If necessary a second extension of up to 6 months may be requested by following the same procedures as the first extension.

2. Funds shall be used by the Agency toward acquisition and closing costs and developer fee. Funds may not be used for any other purpose unless ARCH staff has given written authorization for the alternate use.
3. Parkview shall not proceed with searching for a home until all funding commitments have been received. The Agency shall only purchase unoccupied homes or owner occupied homes in order to not trigger local and federal relocation regulations.
4. Prior to acquisition, the Agency shall submit an appraisal by a qualified appraiser. The appraisal shall be equal to or greater than the purchase price.
5. If CDBG is a funding source, site control cannot be entered into until the completion of the HUD required Environmental Assessment. The option agreement shall contain language that addresses federal funds' "choice-limiting" restrictions.
6. Funds will be in the form of a secured grant with no repayment, so long as affordability and target population is maintained, and the service/care providers have a contract with DDD for funds necessary to provide services to this population.
7. A covenant is recorded ensuring affordability for at least 50 years, with three beds for developmentally disabled individuals at or below 30% of area median income at move in.
8. Unless otherwise approved by ARCH staff the development budget for the ARCH sphere house shall include:
 - The development budget will include a minimum of \$3,000 of private sources provided by the applicant.
 - \$467,500 combined for acquisition and construction cost. In the event that total acquisition and rehab costs, including contingency, exceeds this amount, additional costs shall be covered by private sources from the applicant.
 - Developer fee shall not exceed \$55,000.
9. Replacement Reserves will be funded out of operations at \$1,500 for the first year with an annual increase of 3.5% per year for replacement reserves and \$500 for the first year with an annual increase of 3.5% per year for operating reserves.
10. Residents referred from DDD will not receive Section 8 assistance.

Exhibit 2

11. All cash flow after payment of operating expenses shall be placed into a project reserve account that can be used by the applicant for project related operating, maintenance or services expenses. Any other use of these reserves funds must be approved by ARCH staff.
12. In the event that any operating support funding levels will be reduced, the Agency shall inform ARCH Staff about the impacts the proposed reduction will have on the budget and plan for services to the DD clients, and what steps shall be taken to address the impacts. A new budget or services plan must be approved by ARCH. Parkview must find other sources to make up shortfall.
13. The Agency will notify ARCH when they enter into an option or purchase and sale agreement for any home, providing information on the location of the home and terms for acquiring the home. No home considered for acquisition will be within two blocks of another home owned by Agency unless otherwise approved by ARCH staff. The option and purchase and sales agreement shall contain language that addresses federal funds' "choice-limiting" restrictions.
14. Prior to closing on a home, an individualized outreach plan will be submitted to ARCH staff for review and approval. The outreach plan will include provisions such as:
 - At time of a mutually accepted purchase and sales agreement, provide written notification to neighbors to include Parkview's intention to purchase the house, description of the project, and information regarding Parkview, property manager and the service provider that will include their websites and contact names/numbers;
 - At time when the home is ready to open and after tenants move in, provide invitations to neighbors for an opportunity such as an open house to individually and/or as a group to meet with Parkview and the service provider regarding the project. Provide contact information for service provider, property manager and Parkview.
15. Once home is selected the Agency shall include ARCH Staff in the inspection of the property and development of the final scope of work for the rehab. The final scope of work for the basic construction budget shall include, at a minimum, all work necessary for licensing of the home and correction of substandard health and safety conditions. Prior to start of construction, the Agency shall submit the final scope of work for ARCH Staff approval, along with evidence that construction costs have been confirmed by a qualified contractor and are within the basic construction budget. All uses of construction contingency funds must be approved by ARCH staff prior to authorization to proceed with such work.
16. Prior to release of funds, the Agency shall submit to ARCH staff for review and approval drafts of all documents related to the provision of services to residents and management of the property, including the Memorandum of Understanding with the service provider, form of lease agreement with residents, and services agreement between DDD and the Service Provider. These documents shall at a minimum address: tenant selection procedures through DDD; management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; community and neighbor relations procedures; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements. The plan shall also detail policies and procedures regarding resident turnover with the express purpose placing new residents in available beds and limiting vacancies.

Exhibit 2

Standard Conditions:

1. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant for the City's approval. The City shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.
2. The Applicant shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Applicant shall immediately notify City or Administering Agency, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to City or Administering Agency's review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.
4. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the projects are located.
5. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

**ARCH HOUSING TRUST FUND (HTF) APPLICATIONS
2014**

Applicant	Funds Requested (Grant/Loan) / Recommendation	Housing Type/ # of units/ bdrms	Income Served	Project Location	Duration of benefit	Total cost per unit	HTF cost per affordable unit	Project completion
ARCH REDI Fund (TOD Land Banking)	\$500,000 Loan	Acquisition of Properties suitable for development as affordable housing TBD	Will vary from 30% to market rate	4 County Area Sites to be determined Geographic distribution targets, including ARCH sphere	30 years or more presumed	Unknown	Unknown	
KCHA/ Congregations for the Homeless	\$700,000 Secured Grant	Acquisition/ Rehab or New Construction 50	50 beds @ 30% Homeless	ARCH Sphere of Influence	50 Years	\$64,000/bed	\$14,000	Nov 2017
Parkview Services DD Home	\$200,800 Secured Grant	Acq/Rehab of Home for Developmentally Disabled 3	3 @ 30%	ARCH Sphere of Influence – Kirkland/Bothell Site to be determined	50 Years	\$184,836	\$66,933	Fall 2015

Exhibit 2

2014 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES
 EXECUTIVE BOARD 12/11/14

SOURCE	PROJECT				TOTAL
	CFH / KCHA Winter Shelter	REDI Land Fund	Parkview DD Home		
Request	\$ 700,000	\$ 500,000	\$ 200,800		\$ 1,400,800
CAB Recommendation	\$ 700,000	\$ 500,000	\$ 200,800		\$ 1,400,800
Current Funding					
Sub-Regional CDBG					\$ -
Bellevue					
CDBG					\$ -
General Fund	\$ 383,500	\$ 250,000	\$ 55,900		\$ 689,400
Issaquah					
General Fund	\$ 20,000	\$ 36,500	\$ 5,291		\$ 61,791
Kirkland					
General Fund	\$ 160,000	\$ 120,000	\$ -		\$ 280,000
CDBG			\$ 80,152		\$ 80,152
Mercer Is.					
General Fund	\$ 7,000	\$ 11,500	\$ 1,500		\$ 20,000
Redmond					
General Fund	\$ 50,000	\$ 50,000	\$ -		\$ 100,000
CDBG			\$ 47,232		\$ 47,232
Newcastle					
General Fund	\$ 7,800		\$ 700		\$ 8,500
Kenmore					
General Fund	\$ 20,000	\$ 25,000	\$ 4,285		\$ 49,285
Woodinville					
General Fund	\$ 4,000	\$ 7,000	\$ 1,500		\$ 12,500
Sammamish					
General Fund	\$ 18,000		\$ 1,600		\$ 19,600
Clyde Hill					
General Fund	\$ 13,800		\$ 1,200		\$ 15,000
Medina					
General Fund	\$ 11,300		\$ 1,040		\$ 12,340
Yarrow Point					
General Fund	\$ 2,300		\$ 200		\$ 2,500
Hunts Point					
General Fund	\$ 2,300		\$ 200		\$ 2,500
TOTAL	\$ 700,000	\$ 500,000	\$ 200,800		\$ 1,400,800
CDBG	\$ -	\$ -	\$ 127,384		\$ 127,384
General Fund	\$ 700,000	\$ 500,000	\$ 73,416		\$ 1,273,416

Exhibit 2

ARCH HOUSING TRUST FUND, 2014

Leveraging Funds - -

	ARCH REDI Fund		KCHA/Congregations EKC Perm Winter Shelter		Parkview Seivics ARCH Sphere Home		TOTAL
Prior ARCH Commitment							\$0
New ARCH Request	\$ 500,000		\$ 700,000		\$ 200,800		\$1,400,800
ARCH TOTAL	\$ 500,000	2%	\$ 700,000	22%	\$ 200,800	36%	\$ 1,400,800
King County							
Prior KC Commitment							\$0
HOF/HOME/CDBG			\$1,000,000		\$175,308		\$1,175,308
2060/2163							\$0
Veterans/Human Services							\$0
Other	\$ 1,000,000						\$1,000,000
KC TOTAL	\$ 1,000,000	4%	\$ 1,000,000	31%	\$ 175,308	32%	\$2,175,308
Prior WA Commitment							\$0
WA HAP							\$0
WA HTF	\$0 *		\$900,000		\$175,400		\$1,075,400
WA HFC (Equity Fund)							\$0
WSHFC Washington Works							\$0
WA TOTAL	\$ -	0%	\$ 900,000	28%	\$ 175,400	32%	\$1,075,400
Federal/HUD							\$0
Section 811							\$0
McKinney							\$0
Other (Mobility Grant)	\$ 2,500,000						\$2,500,000
FEDERAL TOTAL	\$ 2,500,000	0%	\$ -	0%	\$ -	0%	\$2,500,000
Tax Credits		0%		0%		0%	\$0
Prior Tax Credit Commitment		0%		0%		0%	\$0
Other Prior							
TCAP		0%		0%		0%	\$0
Bonds		0%		0%		0%	\$0
Bank Loans	\$ 12,500,000	50%		0%		0%	\$12,500,000
Deferred Developer Fee		0%		0%		0%	\$0
Private	\$7,500,000	30%	\$600,000	19%	\$3,000	1%	\$8,103,000
Other (City of Seattle)	\$1,000,000	4%		0%		0%	\$1,000,000
TOTAL COST	\$ 25,000,000	90%	\$ 3,200,000	100%	\$ 554,508	100%	\$ 28,754,508

Total New

Exhibit 2

ECONOMIC SUMMARY: EKC Men's Permanent Winter Shelter

1. Applicant/Description: Congregations for the Homeless/KCHA / Development of shelter to serve a minimum of 50 homeless men, plus serve as day center

2. Project Location: ARCH Sphere of Influence

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$700,000	Applied for Fall 2014
King County	\$1,000,000	Applied for Interim Fall 2014 Applying for Permanent in Fall 2015
Commerce Trust Fund	\$900,000	Applying in Fall 2015
Capital Campaign	\$600,000	Committed
TOTAL	\$3,200,000	

4. Conceptual Development Budget:

ITEM	TOTAL	PER BED	HTF
Acquisition	\$1,337,000	\$26,740	\$680,000
Relocation	\$20,000	\$400	\$20,000
Construction	\$1,556,600	\$31,132	
Design	\$52,000	\$1,040	
Development Consultant	\$50,000	\$1,000	
Other consultants	\$14,000	\$280	
Permits/Fees/Hookups	\$83,200	\$1,664	
Finance costs	\$48,000	\$960	
Reserves	\$25,000	\$500	
Other development costs*	\$14,200	\$284	
TOTAL	\$3,200,000	\$64,000	\$700,000

*Insurance, Bidding, Development Period Utilities and Accounting

5. Debt Service Coverage: Secured grant, no repayment if in compliance.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the grant amount upon non-compliance with any of the funding conditions.

7. Rental Subsidy: None

Exhibit 2

ECONOMIC SUMMARY: PARKVIEW XI

1. Applicant/Description: Parkview Services / Acquisition and remodeling of home to serve 3 persons living with developmental disabilities

2. Project Location: Bothell/Kirkland area

3. Financing Information:

Funding Source	Funding Amount	Commitment
ARCH	\$200,800	Applied for Fall 2014
King County	\$175,308	Applied for Fall 2014
Commerce Trust Fund	\$175,400	Applied for Fall 2014
Owner Equity	\$3,000	Committed
TOTAL	\$554,508	

4. Development Budget:

ITEM	TOTAL	PER BED	HTF
Acquisition	\$412,000	\$137,333	\$180,800
Construction	\$57,500	\$19,167	
Design	\$16,000	\$5,333	
Consultants	\$2,950	\$983	
Developer fee	\$55,000	\$18,333	\$20,000
Finance costs	\$3,508	\$1,169	
Reserves	\$3,000	\$1,000	
Other development costs*	\$4,550	\$1,517	
TOTAL	\$554,508	\$184,836	\$200,800

* Development Period Utilities, Insurance, Accounting

5. Debt Service Coverage: Secured grant, no repayment if in compliance.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the grant amount upon non-compliance with any of the funding conditions.

7. Rental Subsidy: None

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
 LIST OF CONTRACTED PROJECTS FUNDED (1993 - Spring 2014)

Project	Location	Owner	Units/Bed s	Funding	Pct of Total Allocation	Distribution Target
1. Family Housing						
Andrews Heights Apartments	Bellevue	Imagine Housing	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardents (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc. *	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	Imagine Housing	14	\$163,333		
Andrew's Glen	Bellevue	Imagine Housing	10 /11	\$387,500		
Bellevue Apartments	Bellevue ***	LIHI ***	45	\$800,000		
YWCA Family Apartments	K.C. (Bellevue Sphere)	YWCA	12	\$100,000		
Highland Gardens (Klahanie)	K.C. (Issaquah Sphere)	Imagine Housing	54	\$291,281		
Crestline Apartments	K.C. (Kirkland Sphere)	Shelter Resources	22	\$195,000		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond **	Habitat of EKC **	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP **	93	\$525,000		
Terrace Hills	Redmond	Imagine Housing	18	\$442,000		
Village at Overlake Station	Redmond **	KC Housing Authority **	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,187,265		
Coal Creek Terrace	Newcastle **	Habitat of EKC **	12	\$240,837		
RoseCrest (Talus)	Issaquah **	Imagine Housing **	40	\$918,846		
Mine Hill	Issaquah	Imagine Housing	28	\$450,000		
Clark Street	Issaquah	Imagine Housing	30	\$355,000		
Lauren Heights (Iss Highlands)	Issaquah **	Imagine Housing/SRI **	45	\$657,343		
Habitat Issaquah Highlands	Issaquah **	Habitat of EKC **	10	\$318,914		
Issaquah Family Village I	Issaquah **	YWCA **	87	\$4,382,584		
Issaquah Family Village II	Issaquah **	YWCA **	47	\$2,760,000		
Greenbrier Family Apts	Woodinville **	DASH **	50	\$286,892		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Francis Village	Kirkland	Imagine Housing	15	\$375,000		
South Kirkland Park n Ride	Kirkland **	Imagine Housing **	46	\$901,395		
Copper Lantern	Kenmore **	LIHI **	33	\$452,321		
Habitat Sammamish	Sammamish ** ***	Habitat of KC ***	10	\$853,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	87 est	\$615,000		
SUB-TOTAL			1,942	\$24,020,516		54.5% (56%)
2. Senior Housing						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources *	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$2,480,000		
Bellevue Manor / Harris Manor	Bellevue / Redmond	KC Housing Authority	105	\$1,334,749		
Vasa Creek	K.C. (Bellevue Sphere)	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	Imagine Housing	24	\$610,000		
Totem Lake Phase 2	Kirkland ***	Imagine Housing ***	80	\$736,842		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	Imagine Housing	59	\$900,000		
Providence Senior Housing	Redmond **	Providence **	74	\$2,239,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources **	50	\$196,192		
SUB-TOTAL			676	\$10,206,783		23.2% (19%)

FIGURE 1
ARCH: EAST KING COUNTY TRUST FUND SUMMARY
 LIST OF CONTRACTED PROJECTS FUNDED (1993 - Spring 2014)

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
3. Homeless/Transitional Housing						
Hopelink Place	Bellevue **	Hopelink **	20	\$500,000		
Chalet	Bellevue	Imagine Housing	4	\$46,667		
Kensington Square	Bellevue	Housing at Crossroads	6	\$250,000		
Andrew's Glen	Bellevue	Imagine Housing	30	\$1,162,500		
Bellevue Apartments	Bellevue ***	LIHI ***	12	\$200,000		
Sophia Place	Bellevue	Sophia Way	20	\$250,000		
Dixie Price Transitional Housing	Redmond	Hopelink	4	\$71,750		
Avondale Park	Redmond	Hopelink (EHA)	18	\$280,000		
Avondale Park Redevelopment	Redmond **	Hopelink (EHA) **	60	\$1,502,469		
Petter Court	Kirkland	KITH	4	\$100,000		
Francis Village	Kirkland	Imagine Housing	45	\$1,125,000		
South Kirkland Park n Ride	Kirkland ***	Imagine Housing ***	12	\$225,349		
Totem Lake Phase 2	Kirkland	Imagine Housing	15	\$138,158		
Rose Crest (Talus)	Issaquah **	Imagine Housing **	10	\$229,712		
Lauren Heights (Iss Highlands)	Issaquah **	SRI **	5	\$73,038		
Issaquah Family Village I	Issaquah **	YWCA **	10	\$503,745		
SUB-TOTAL			257	\$6,658,387		15.1% (13%)
4. Special Needs Housing						
My Friends Place	K.C.	EDVP	6 Beds	\$65,000		
Stillwater	Redmond	Eastside Mental Health	19 Beds	\$187,787		
Foster Care Home	Kirkland	Friends of Youth	4 Beds	\$35,000		
FOY New Ground	Kirkland	Friends of Youth	6 Units	\$250,000		
DD Group Home 7	Kirkland	Community Living	5 Beds	\$100,000		
Youth Haven	Kirkland	Friends of Youth	10 Beds	\$332,133		
FOY Transitional Housing	Kirkland **	Friends of Youth **	10 Beds	\$252,624		
FOY Extended Foster Care	Kirkland **	Friends of Youth **	10 Beds	\$112,624		
DD Group Home 4	Redmond	Community Living	5 Beds	\$111,261		
DD Group Homes 5 & 6	Redmond/KC (Bothell)	Community Living	10 Beds	\$250,000		
United Cerebral Palsy	Bellevue/Redmond	UCP	9 Beds	\$25,000		
DD Group Home	Bellevue	Residence East	5 Beds	\$40,000		
AIDS Housing	Bellevue/Kirkland	AIDS Housing of WA	10 Units	\$130,000		
Harrington House	Bellevue	AHA/CCS	8 Beds	\$290,209		
DD Group Home 3	Bellevue	Community Living	5 Beds	\$21,000		
Parkview DD Condos III	Bellevue	Parkview	4	\$200,000		
IERR DD Home	Issaquah	IERR	6 Beds	\$50,209		
FFC DD Homes	NE KC	FFC	8 Beds	\$300,000		
Oxford House	Bothell	Oxford/Compass Ctr.	8 Beds	\$80,000		
Parkview DD Homes VI	Bothell/Bellevue	Parkview	6 Beds	\$150,000		
FFC DD Home II	TBD	FFC	4 Beds	\$168,737		
SUB-TOTAL			158 Beds/Units	\$3,151,584		7.2% (12%)
TOTAL			3,033	\$44,037,270		100.0%
* Funded through Bellevue Downtown Program				10%		
** Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)						
*** Amount of Fee Waiver still to be finalized						

Exhibit 2

Item # 1



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

Date: February 17, 2015

To: Ben Yazici, City Manager

From: Jeff Thomas, Community Development Director

Re: Sustainability Update

Staff will provide the City Council an update on sustainability including the City's prior work on the Sustainability Strategy and Action Plan, the incorporation of sustainability principals in the draft 2015 Comprehensive Plan update as well as the potential benefits related to sustainability through the City's membership in the King County-Cities Climate Collaboration (K4C).

Sustainability Strategy and Action Plan

The Sustainability Strategy reflects community-inspired goals based on input received from extensive public involvement processes in 2010. Over 800 Sammamish residents contributed their thoughts and priorities, and a consultant refined the Sustainable Strategy document using guidance from a community event held in September 2010. We are fortunate to have such a high level of community input to draw upon. We asked our community to identify the Top Five most important goals, and they did so. For your reference, the Sustainability Strategy document and the related Action Plan can be found on the City's website:

<http://www.sammamish.us/departments/communitydevelopment/Sustainability.aspx>

Many of the Action Plan items identified during the Sustainability Strategy process were modest in nature due to the timing of its completion within a more constrained economic period. A number of Action Plan items have been completed, while others items continue to be worked on. Some of the remaining items may require refinement of goals, benchmarks and priorities in conjunction with current and future work programs and budgets.

2015 Comprehensive Plan Update

More recently, the goals and direction of the Sustainability Strategy have been considered during the 2015 Comprehensive Plan update process. As a result, thirteen Sustainable Strategy goals have been included in the introduction of the draft 2015 Comprehensive Plan update. Additionally, numerous policies have been included in the Land Use, Transportation, Housing, Environment and Capital Facilities elements. On February 5, the Planning Commission completed its recommendations on the draft 2015 Comprehensive Plan update. City Council is scheduled to begin its review on March 10.

Item # 1

King County-Cities Climate Collaboration Membership

The City Council included \$2,000 in its recently adopted budget for the City to join K4C in 2015. A separate item scheduled for this same meeting is a resolution authorizing the City Manager to sign an inter-local agreement for membership in K4C. Along with King County, there are currently twelve city members in K4C including Sammamish.

Staff anticipates there will be benefits from being a member jurisdiction related to the implementing of and future refinements to our Comprehensive Plan, Sustainability Strategy and Action Plan. Generally, the following is an excerpt from the K4C section of the King County website describing its activities:

Through the King County-Cities Climate Collaboration, county and city staff are collaborating on:

- *Outreach – to develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public*
- *Coordination – to adopt consistent standards, benchmarks, strategies, and overall goals related to responding to climate change*
- *Solutions – to share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners*
- *Funding and resources to secure grant funding and other shared resource opportunities to support climate related projects and programs*

More specifically, the K4C is a partner in the development and implementation of the GreenTools' Sustainable Cities Roundtable series, a series of training sessions, discussions and workshops dedicated to green building and climate change. The last round was held in Seattle on February 12 to discuss clean transportation fuels.

Item # 2



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Date: February 17, 2015

To: Ben Yazici, City Manager

From: Jeff Thomas, Community Development Director

Re: Alternative Housing Options Update

Staff will provide the City Council an update on alternative housing options including an inventory of housing types as well as where they are permitted and are present. The following summary table summarizes this information. For the purpose of this table, zoning districts have been broken into three broad categories: Residential (R-1 through R-18 zones), Commercial (Neighborhood Business, Community Business, and Office), and Town Center (TC-A through TC-E zones).

HOUSING TYPE	WHERE ALLOWED	WHERE PRESENT
SINGLE DETACHED	All residential and Town Center zones except TC-A and TC-D	All residential and Town Center zones
ACCESSORY DWELLING UNITS	All residential and Town Center zones except TC-A and TC-D zones	All residential zones
TOWNHOUSE	All zones except TC-E ^{1, 2}	Built in the R-12 and R-18 zones; pending project in the TC-A3
DUPLEX	All residential zones, Town Center B, Town Center C	None
APARTMENT	All zones except Town Center C and Town Center E ^{3, 4}	Built in the CB and R-18 zones; pending projects in the TC-A1 and TC-A2

¹ In R-1—R-8 zone, must be built using LID.

² Only allowed in commercial zones as part of a mixed-use development.

³ Only in the R-1—R-8 zones in a building listed on the National Register as an historic site or designated as a landmark.

⁴ Only allowed in commercial zones as part of a mixed-use development.

Item # 2

HOUSING TYPE	WHERE ALLOWED	WHERE PRESENT
DORMITORY	All residential zones ⁵	None
MOBILE HOME PARK	R-4—R-18 zones	None
COTTAGE HOUSING	R-4—R-18 zones ⁶ Town Center B, C, and D zones	Pending projects in the R-4 zone
COMMUNITY RESIDENTIAL FACILITY –I⁷	All residential and commercial zones ^{8 9}	One in R-4 zone
COMMUNITY RESIDENTIAL FACILITY-II¹⁰	All commercial zones ¹¹	None
SENIOR CITIZEN ASSISTED HOUSING	R-12—R-18, all commercial zones ¹² , all Town Center zones except Town Center C and E	None

While the majority of existing housing in Sammamish is in the form of Single Detached units, there are several examples of alternative housing types:

- Since 2004, 28 Accessory Dwelling Units have been permitted.
- A total of 75 units, including 7 affordable units, are proposed as part of a townhome project.
- There are no existing cottage housing developments, however two projects are currently under review, both of which are outside Town Center and proposing a total of 26 units.
- A total of 251 units, including 48 affordable units, are proposed as part of two mixed use projects in the Town Center.

For the three formal Town Center project applications that have been received, there have been no requests to modify the affordable housing requirement in Sammamish Municipal Code (SMC) 21B.75.020.

The City Council will be providing policy direction on alternative housing options as part of the 2015 Comprehensive Plan update. City Council is scheduled to begin its review on March 10. This policy direction will serve as the basis for implementation actions in conjunction with current and future work programs and budgets.

⁵ Only allowed as an accessory to a school, college/university, or church when in R-1—R-8 zones.

⁶ On pilot program basis only outside of Town Center. A maximum of 50 units may be built.

⁷ Community Residential Facilities (CRFs) are defined in the Sammamish Municipal Code as “living quarters meeting applicable federal and state standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation, and medical supervision; excluding drug and alcohol detoxification which is classified in SMC [21A.20.050](#) as health services”. CRF I means 7-10 staff and residents.

⁸ Conditional Use Permit required if in R-1—R-8 zones

⁹ Only allowed in commercial zones as part of a mixed-use development.

¹⁰ CRF II means 11 or more residents and staff.

¹¹ Only allowed in commercial zones as part of a mixed-use development.

¹² Only allowed in commercial zones as part of a mixed-use development.