



# City Council, Regular Meeting

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## AGENDA

6:30 pm – 9:30 pm

July 21, 2015

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Approval of Agenda and Consent Agenda**

**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](mailto:manderson@sammamish.us)*

**Consent Agenda**

- Payroll for period ending July 15, 2015 for pay date July 20, 2015 in the amount of \$ 340,382.78
- 1. Approval: Claims For Period Ending July 21, 2015 In The Amount Of \$2,714,652.27 For Check No. 40838 Through 40977
- 2. Ordinance: Second Reading Establishing A New Sammamish Municipal Code Chapter 1.15 Relating To The Powers Of Initiative And Referendum; Providing For Severability; And Establishing An Effective Date
- 3. Resolution: Granting Final Plat Approval To The Plat Of Lake Vista (Estates) PLN2012-00046
- 4. Resolution: Filling Vacancies On The Klahanie Annexation Transition Committee, And Providing For Filling Of Any Future Committee Vacancies Without Further City Council Action
- 5. Interlocal Agreement: Automated Fingerprint Identification System
- 6. Bid Award: Lower Sammamish Commons Park Trail Accessibility/Spiritridge
- 7. Authorization To Award Bid: Big Rock Park Phase 1
- 8. Authorization to Hire: Development Review Engineer

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.

9. Authorization: Vehicle Purchase
10. Amendment: Inglewood Hill Trunk Line Project/Osborn Consulting

### **Public Hearings**

11. **Ordinance:** Second Reading, Repealing The Sammamish Comprehensive Plan; Adopting The 2015 Sammamish Comprehensive Plan; Providing For Severability; And Establishing An Effective Date
12. **Ordinance:** First Reading Amending Chapters 21A.15, 21A.35 And 23.100, As Well As Establishing A New Chapter 21A.37 Of The Sammamish Municipal Code Pertaining To Trees Regulations And Civil Code Compliance; Providing For Severability; And Establishing An Effective Date

**Unfinished Business** - None

**New Business** - None

**Council Reports**

**City Manager Report**

**Executive Session** – If needed

**Adjournment**

**AGENDA CALENDAR**

<b>August 2015</b>			NO MEETINGS
<b>Sept 2015</b>			
Tues 9/1	6:30 pm	Regular Meeting	Proclamation: National Recovery Month Proclamation: Mayor's Month of Concern Food Drive Presentation: Eastside
Tues 9/8	6:30 pm	Study Session	YMCA Property Development Discussion
Mon 9/14	6:30 pm	COW Meeting	
Tues 9/15	6:30 pm	Regular Meeting	Ordinance: Second Reading Tree Regulations
<b>Oct 2015</b>			
Tues 10/6	6:30 pm	Regular Meeting	Presentation: LWSD STEM School/Big Rock Park Project
Tues 10/13	6:30 pm	Study Session	
Mon 10/19	6:30 pm	COW Meeting	
Tues 10/20	6:30 pm	Regular Meeting	
<b>Nov 2015</b>			
Tues 11/3	6:30 pm	Regular Meeting	
Tues 11/10	6:30 pm	Study Session	Facility Rental Fees
Mon 11/16	6:30 pm	COW Meeting	
Tues 11/17	6:30 pm	Regular Meeting	
<b>Dec 2015</b>			
Tues 12/1	6:30 pm	Regular Meeting	
Tues 12/8	6:30 pm	Study Session	
Tues 12/15	6:30 pm	Regular Meeting	
Mon 12/21	6:30 pm	COW Meeting	
<b>To Be Scheduled</b>		<b>Parked Items</b>	<b>Parked Items</b>
<ul style="list-style-type: none"> <li>• Ordinance: Second Reading Puget Sound Energy Franchise</li> <li>• Economic Development Plan</li> </ul>		<ul style="list-style-type: none"> <li>• Comprehensive consideration of Capital projects</li> <li>• Design Standards</li> </ul>	<ul style="list-style-type: none"> <li>• Intra-City Transit Services</li> <li>• Mountains to Sound Greenway</li> <li>• Sustainability/Climate Change</li> <li>• Off Leash Dog Areas</li> </ul>



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

<< July

## August 2015

September >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 8:30 a.m. Trail Work at Big Rock Park
2	3	4 1 p.m. KidsFirst!	5 4 p.m. Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting Canceled	6 10 a.m. Family Volunteering: Native Plant Garden 6:30 p.m. Concerts in the Park	7	8
9 7 a.m. Obiteride - Fred Hutchinson Cancer Research Center Benefit Bike Ride	10	11 1 p.m. KidsFirst!	12 4 p.m. Farmer's Market	13 6:30 p.m. Concerts in the Park	14 10 a.m. Household Hazardous Wastemobile	15 10 a.m. Household Hazardous Wastemobile 10 a.m. Sammamish Walks - Evans Creek Preserve
16 10 a.m. Household Hazardous Wastemobile	17	18 1 p.m. KidsFirst!	19 4 p.m. Farmer's Market	20 10 a.m. Family Volunteering: Native Plant Garden 6:30 p.m. Concerts in the Park	21	22 7 a.m. Sammamish Rotary Club Challenge Race / Soap Box Derby 10 a.m. Sammamish Days 6 p.m. Sammamish Nights
23	24 6:30 p.m. Arts Commission Meeting	25 1 p.m. KidsFirst!	26 4 p.m. Farmer's Market	27 6:30 p.m. Concerts in the Park	28	29
30	31					

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

<< August

## September 2015

October >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	2 4 p.m. Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting	3 6:30 p.m. Planning Commission Meeting	4	5
6	7 Labor Day City offices closed	8 6:30 p.m. City Council Study Session	9 4 p.m. Farmer's Market	10	11	12
13	14 6:30 p.m. Committee of the Whole	15 6:30 p.m. City Council Meeting 7 p.m. Frances Walton Competition Winners on Tour	16 4 p.m. Farmer's Market	17 9 a.m. Fall Senior Art Classes 6:30 p.m. Planning Commission Meeting	18 2 p.m. Fill-The-Boot Muscular Dystrophy Assn Fundraiser	19 10 a.m. Sammamish Walks - Soaring Eagle
20 7 a.m. Cycle the WAVE Bike Ride Event	21	22	23 4 p.m. Farmer's Market	24 6 p.m. Artists Reception - The Trees of the Wood by Joy Hagen	25	26
27	28 6:30 p.m. Arts Commission Meeting	29	30 4 p.m. Farmer's Market			



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** July 16, 2015  
**RE:** Claims for July 21, 2015

\$ 3,300.00  
 19,031.46  
 6,083.05  
 288,884.19  
 2,714,652.27

### Over \$10,000 Payments

Porter Brothers	\$1,988,077.27	Community Center - June 2015
Pioneer Cable	\$351,966.40	ITS - 228th St
Heritage Bank	\$95,123.31	Retainage - Porter Brothers Construction
King County Water & Land	\$66,874.35	Debt Service 1996 & 1999 Bonds
Lake Wa School District	\$52,926.50	School Impact Fees - June 2015
Kenyon Disend	\$44,909.07	Attorney June 2015
Gray & Osborne	\$32,220.38	212th Improvements
Issaquah School District	\$29,640.00	School Impact Fees - June 2015
Wa Labor & Industries	\$28,178.12	2nd Qtr 2015
NW Landscape	\$24,933.78	Landscape Mainenance June 2015

**TOTAL \$ 3,031,950.97**

Checks # 40838 – 40977

	3,300.00	+
	19,031.46	+
	6,083.05	+
	288,884.19	+
	2,714,652.27	+
005		
	3,031,950.97	+

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 7/2/2015 - 1:21 PM

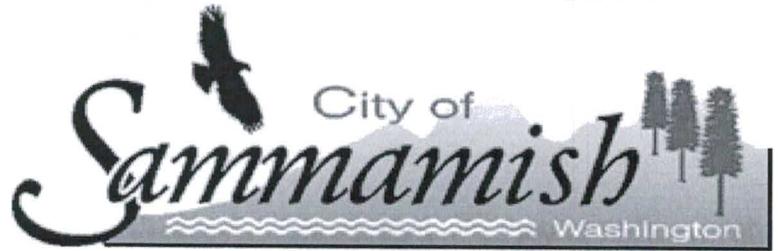


Check	Date	Vendor No	Vendor Name	Amount	Voucher
40838	07/07/2015	GRUEBER	James Grueber	3,300.00	40,838
				Check Total:	3,300.00

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/10/2015 - 9:30 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
40839	07/10/2015	KDP	Klem Daniels Productions	1,848.75	40,839
40840	07/10/2015	PSE	Puget Sound Energy	16,962.71	40,840
40841	07/10/2015	USBANKNA	US Bank N.A.	220.00	40,841
Check Total:				19,031.46	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
Printed: 7/10/2015 - 10:36 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
<del>4</del> 0842	07/10/2015	PSE	Puget Sound Energy	6,083.05	470,842
				Check Total:	6,083.05

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/15/2015 - 9:49 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
40843	07/21/2015	48NORTH	48 North Solutions, Inc	1,317.99	40,843
40844	07/21/2015	AICPA	AICPA	245.00	40,844
40845	07/21/2015	ALDORTH	Kurt Aldworth	302.30	40,845
40846	07/21/2015	ARTEAST	Art East	1,280.00	40,846
40847	07/21/2015	AST	Active Shooter Training LLC	1,725.00	40,847
40848	07/21/2015	ATOMIC	Atomic Art Services, Inc	157.50	40,848
40849	07/21/2015	BACKGROU	Background Source Intl	81.00	40,849
40850	07/21/2015	BELLCITY	City Of Bellevue	13,468.47	40,850
40851	07/21/2015	BIGDOBRE	Robert L. Wikstrom	1,000.00	40,851
40852	07/21/2015	CDW	CDW Govt Inc	1,966.67	40,852
40853	07/21/2015	CERTLABS	Certified Laboratories	904.82	40,853
40854	07/21/2015	COMCAST2	Comcast	9.42	40,854
40855	07/21/2015	COMCAST3	Comcast	1,243.79	40,855
40856	07/21/2015	COSTCO	Costco Wholesale	1,261.82	40,856
40857	07/21/2015	DAILY	Daily Journal of Commerce	136.50	40,857
40858	07/21/2015	DELL	Dell Marketing L.P.	2,271.81	40,858
40859	07/21/2015	DICKIN	Jeff Dickinson	173.76	40,859
40860	07/21/2015	DLT	DLT Solutions, Inc.	4,315.20	40,860
40861	07/21/2015	EVANS	David Evans & Associates, Inc	1,778.63	40,861
40862	07/21/2015	EVERSONS	Everson's Econo Vac, Inc.	2,368.90	40,862
40863	07/21/2015	FASTENAL	Fastenal Industrial Supplies	4,692.92	40,863
40864	07/21/2015	GIESE	Eric Giese	131.51	40,864
40865	07/21/2015	GOODSELL	Goodsell Power Equip Inc	412.98	40,865
40866	07/21/2015	GRAINGER	Grainger	325.71	40,866
40867	07/21/2015	GRANGE	Grange Supply, Inc.	784.73	40,867
40868	07/21/2015	GRAYOS	Gray & Osborne, Inc.	32,220.38	40,868
40869	07/21/2015	GREATAME	Great America Financial Services	156.31	40,869
40870	07/21/2015	GRIMM	Sandy Grimm	152.50	40,870
40871	07/21/2015	GRUEBER	James Grueber	110.52	40,871
40872	07/21/2015	HARMONIC	Harmonica Pocket	700.00	40,872
40873	07/21/2015	HOWARD	Lyman Howard	38.64	40,873
40874	07/21/2015	HUCK	Kathleen Huckabay	247.25	40,874
40875	07/21/2015	ICMA	ICMA	1,400.00	40,875
40876	07/21/2015	IPS	Integrated Print Solutions, Inc	4,031.64	40,876
40877	07/21/2015	IRELAND	Jed Ireland	40.25	40,877
40878	07/21/2015	ISD	Issaquah School District	29,640.00	40,878
40879	07/21/2015	ISSAQI	Issaquah Press, Inc.	2,797.50	40,879
40880	07/21/2015	JIRSA	Barbara Jirsa	54.75	40,880
40881	07/21/2015	KIMSEY	Sarah Hawes Kimsey	184.35	40,881
40882	07/21/2015	KINGFI	King County Finance A/R	6,563.45	40,882
40883	07/21/2015	KINGGIS	King County Finance	649.00	40,883
40884	07/21/2015	KINGPET	King County Pet Licenses	110.00	40,884
40885	07/21/2015	KINGWAT	King County Finance Water & Land D	10,302.88	40,885
40886	07/21/2015	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	40,886
40887	07/21/2015	LIGHTLOA	Light Loads Concrete, LLC	534.90	40,887
40889	07/21/2015	LIVESOU	Live Sound & Stage LLC	1,040.25	40,889
40890	07/21/2015	LIVESOU	Live Sound & Stage LLC	1,040.25	40,890
40891	07/21/2015	LWSD	Lake Washington School Dist	52,926.50	40,891
40892	07/21/2015	MAILPO	Mail Post	586.38	40,892
40893	07/21/2015	maren	Marenecos Rock Center	186.47	40,893

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40894	07/21/2015	NAPA	Genunine Parts Company/Issaquah	61.85	40,894
40895	07/21/2015	NAPA/RED	Woodinville Auto Parts	1,596.59	40,895
40896	07/21/2015	NC MACH	NC Machinery Co	1,089.00	40,896
40897	07/21/2015	NESAM	NE Sammamish Sewer & Water	1,900.68	40,897
40898	07/21/2015	NWNUISAN	Willard's Pest Control Company	89.24	40,898
40899	07/21/2015	ODELL	Thomas Odell	331.63	40,899
40900	07/21/2015	OILCAN	Oil Can Henry's	224.85	40,900
40901	07/21/2015	PACE	Pace Engineers, Inc.	1,695.00	40,901
40902	07/21/2015	PERTEET	Pertect, Inc.	4,138.47	40,902
40903	07/21/2015	Petrakos	Vasilios Petrakos	936.60	40,903
40904	07/21/2015	POA	Pacific Office Automation	262.07	40,904
40905	07/21/2015	PSE	Puget Sound Energy	19,669.56	40,905
40906	07/21/2015	REDMOND	City Of Redmond	38.40	40,906
40907	07/21/2015	ROTARSAM	Rotary Club of Sammamish	230.00	40,907
40908	07/21/2015	SAM	Sammamish Plateau Water Sewer	36.69	40,908
40909	07/21/2015	SEASHAKE	Seattle Shakespeare Company	1,800.00	40,909
40910	07/21/2015	SEATIM	Seattle Times	2,392.27	40,910
40911	07/21/2015	SLYMRY	Chris Yates	1,000.00	40,911
40912	07/21/2015	SONGWM	William Song	50.00	40,912
40913	07/21/2015	SUNBELT	Sunbelt Rentals	186.26	40,913
40914	07/21/2015	TETRA	Tetra Tech	16,000.75	40,914
40915	07/21/2015	TIMMONS	Timmons Group	9,090.00	40,915
40916	07/21/2015	ULINE	ULINE	340.68	40,916
40917	07/21/2015	UNITRENT	United Rentals NA, Inc	2,135.25	40,917
40918	07/21/2015	USBANKNA	US Bank N.A.	320.00	40,918
40919	07/21/2015	VERIZON	Verizon Wireless	2,269.87	40,919
40920	07/21/2015	WALAB	Wa State Dept of Labor & Indus	28,178.12	40,920
40921	07/21/2015	WATERSH	The Watershed Company	2,654.80	40,921
40922	07/21/2015	WATREAS	Wa State Treasurer	813.50	40,922
40923	07/21/2015	WESSPUR	WesSpur Tree Equipment, Inc.	1,167.16	40,923
40924	07/21/2015	WSAA	Wa State Arts Alliance	60.00	40,924
				288,884.19	
Check Total:					

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 7/16/2015 - 10:19 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
40925	07/21/2015	A-440	Thomas Robert	140.00	40,925
40926	07/21/2015	ABC	ABC Special Event Rentals	1,767.88	40,926
40927	07/21/2015	ACTIONAP	Action Apparel	2,685.40	40,927
40928	07/21/2015	ALPHAGRA	Alphagraphics	9,143.58	40,928
40929	07/21/2015	ALPINE	Alpine Products, Inc.	359.16	40,929
40930	07/21/2015	BADGLEY	Badgley Landscape LLC	1,271.57	40,930
40931	07/21/2015	BEST	Best Parking Lot Cleaning, Inc	4,684.56	40,931
40932	07/21/2015	BRICKMAN	Brickman Group Ltd LLC	5,781.05	40,932
40933	07/21/2015	BRIDENST	Art Bridenstine	37.48	40,933
40934	07/21/2015	BRS	Barker Rinker Seacat Architecture	17,713.22	40,934
40935	07/21/2015	BRUNE	Susan Brune	19.32	40,935
40936	07/21/2015	BUILDERS	Builders Exchange of WA	113.25	40,936
40937	07/21/2015	CADMAN	Cadman, Inc.	565.60	40,937
40938	07/21/2015	CENTEX	Centex Homes	7,500.00	40,938
40939	07/21/2015	CLARK	Clark's Towing & Repair	198.20	40,939
40940	07/21/2015	DEERE	John Deere Landscapes	1,413.33	40,940
40941	07/21/2015	DICKIN	Jeff Dickinson	173.76	40,941
40942	07/21/2015	ENGECONO	Engineering Economics, Inc.	1,488.50	40,942
40943	07/21/2015	EVANS	David Evans & Associates, Inc	274.52	40,943
40944	07/21/2015	FAIRWEAT	Fair Weather Site Furnishings	388.73	40,944
40945	07/21/2015	FASTENAL	Fastenal Industrial Supplies	3,967.36	40,945
40946	07/21/2015	FASTSIGN	Fastsigns Bellevue	301.35	40,946
40947	07/21/2015	FRONTIR2	Frontier	384.83	40,947
40948	07/21/2015	GALT	John E. Galt	3,000.00	40,948
40949	07/21/2015	HANDLOS	Lynne Handlos	37.38	40,949
40950	07/21/2015	HERITAGE	Heritage Bank	95,123.31	40,950
40951	07/21/2015	HOLLYWOO	Hollywood Lights Inc	5,240.67	40,951
40952	07/21/2015	HONEY	Honey Bucket	1,383.48	40,952
40953	07/21/2015	KENAN	Abdirahman Kenan	17.25	40,953
40954	07/21/2015	KENYON2	Kenyon Disend PLLC	44,909.07	40,954
40955	07/21/2015	KINGWAT	King County Finance Water & Land D	66,874.35	40,955
40956	07/21/2015	LEYTON	Kimberly Leyton	1,037.29	40,956
40957	07/21/2015	LWSD	Lake Washington School Dist	700.00	40,957
40958	07/21/2015	MASTERCH	Master Chorus Eastside	500.00	40,958
40959	07/21/2015	MUMELO	Babrah Mumelo	427.20	40,959
40960	07/21/2015	NWLSVC	NW Landscape Services of WA LLC	24,933.78	40,960
40961	07/21/2015	PACSOIL	Pacific Topsoils, Inc	11,073.30	40,961
40962	07/21/2015	PIONEERC	Pioneer Cable, Inc.	351,966.40	40,962
40963	07/21/2015	PLANTSCA	Plantscapes, Inc	16,292.52	40,963
40964	07/21/2015	PORTER	Porter Brothers Construction, Inc	1,988,077.27	40,964
40965	07/21/2015	PUBLICRE	Public Restroom Company	4,379.50	40,965
40966	07/21/2015	RJTHOMAS	R J Thomas Mfg Co Inc	1,099.00	40,966
40967	07/21/2015	ROCKMT	Rock Mountain Products LLC	51.94	40,967
40968	07/21/2015	SAM	Sammamish Plateau Water Sewer	17,342.83	40,968
40969	07/21/2015	SECUREAS	Secure A Site	82.13	40,969
40970	07/21/2015	SOUNDPUB	Sound Publishing, Inc	2,603.25	40,970
40971	07/21/2015	STOECKL	Jane C. Stoecklin	135.00	40,971
40972	07/21/2015	SUNBELT	Sunbelt Rentals	1,081.34	40,972
40973	07/21/2015	SWIFTTRE	Swift Tree Care	328.50	40,973
40974	07/21/2015	TIGER	Tiger Oak Media	850.00	40,974

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40975	07/21/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	10,687.06	40,975
40976	07/21/2015	TRIANGLE	Triangle Associates, Inc	763.40	40,976
40977	07/21/2015	ULINE	ULINE	3,282.40	40,977
				<hr/> <hr/>	
Check Total:				2,714,652.27	
				<hr/> <hr/>	



**Meeting Date:** July 21, 2015

**Date Submitted:** July 9, 2015

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** **Ordinance:** Second Reading Establishing A New Sammamish Municipal Code Chapter 1.15 Relating To The Powers Of Initiative And Referendum; Providing For Severability; And Establishing An Effective Date

**Action Required:** Adoption of the Ordinance

**Exhibits:**

1. Ordinance
2. Resolution #R2015-641

**Budget:** Not Applicable

**Summary Statement:**

The powers of Initiative and Referendum (I&R) would allow the citizens of Sammamish to directly exercise the authority to enact and repeal laws for a limited set of allowable subject areas or topics. The ordinance provides the powers of I&R to the citizens of Sammamish.

**Background:**

The City Council has studied the issue of granting the powers of Initiative and Referendum to the citizens of Sammamish. The City Council placed an advisory ballot measure on the April 28<sup>th</sup>, 2015 election to determine the level of support among the voters for this authority. A majority of the voters (55.46%) participating in the election voted for the advisory proposition expressing their desire to be able to exercise the powers of I&R.

On July 7, 2014 the City Council approved Resolution R2015-641 declaring the intent of the City Council to provide for the exercise of the powers of initiative and referendum for Sammamish citizens.

The Council held the first reading of the enabling ordinance on July 14, 2015. Effective date of the ordinance will be October 11, 2015, which will be 90 days after publication of the enabling resolution. This period will allow the voters to petition the City Council for an election on implementing the I&R ordinance.

The Draft Ordinance includes an outline of suggested procedures and format, to lend structure to a lightly defined process as set by state RCWs.

**Financial Impact:**

It is estimated that a potential ballot measure would cost the City's taxpayers between \$30,000 and \$40,000 under normal circumstances. Additional estimated potential costs could be \$10,000 to \$20,000 to defend the City in a disputed I&R case

**Recommended Motion:** Move to adopt the ordinance granting the powers of Initiative and Referendum.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2015-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, ESTABLISHING A NEW SAMMAMISH  
MUNICIPAL CODE CHAPTER 1.15 RELATING TO THE  
POWERS OF INITIATIVE AND REFERENDUM;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING  
AN EFFECTIVE DATE**

WHEREAS, the City Council has chosen to extend the powers of initiative and referendum to the voters of the City of Sammamish; and

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

Section 1. New SMC Chapter 1.15 Established. A new Sammamish Municipal Code Chapter 1.15 (“Initiative and Referendum”) is hereby established and adopted to read as follows:

**Chapter 1.15  
INITIATIVE AND REFERENDUM**

Sections:

- 1.15.010 Purpose.
- 1.15.020 Ordinances not subject to initiative and referendum.
- 1.15.030 Initiative – Procedures.
- 1.15.040 Initiative – Sufficiency of the petition – Determination.
- 1.15.050 Initiative – City council action – Calling election.
- 1.15.060 Initiative – Ballot title – Ballot statement.
- 1.15.070 Initiative – Effective date – Recording.
- 1.15.080 Initiative – Appeal to court.
- 1.15.090 Initiative – Repeal or amendment.
- 1.15.100 Referendum – Procedures.
- 1.15.110 Referendum – Filing suspends ordinance – City council action.
- 1.15.120 Referendum – Effective date – Record.
- 1.15.130 Referendum – Other initiative provisions to apply.
- 1.15.140 Restriction or abandonment of powers.
- 1.15.150 Ordinances restricting or abandoning powers – Effective date.

**1.15.010 Purpose.**

The purpose of this chapter is to provide to the qualified electors of the City of Sammamish the powers of initiative and referendum in accordance with Chapters 35.17 and 35A.11 RCW.

**1.15.020 Ordinances not subject to initiative and referendum.**

Ordinances of the City of Sammamish which shall not be subject to the powers of initiative and referendum and which shall become effective five days following their passage and legal publication, or as otherwise provided by the general law or by applicable sections of RCW Title 35A, as now or hereafter amended, are as follows:

1. Ordinances initiated by petition;
2. Ordinances necessary for immediate preservation of public peace, health, and safety or for the support of city government and its existing public institutions which contain a statement of urgency and are passed by unanimous vote of the city council;
3. Ordinances providing for local improvement districts;
4. Ordinances appropriating money;
5. Ordinances providing for or approving collective bargaining matters;
6. Ordinances providing for the compensation of or working conditions of city employees;
7. Ordinances authorizing or repealing the levy of taxes;
8. Any other ordinance or subject matter exempted now or hereafter by state law from initiative and referendum processes; and
9. Ordinances enacted under authority delegated exclusively to the legislative body of the city by the state.

**1.15.030 Initiative – Procedures.**

Ordinances may be initiated by petition of electors of the city of Sammamish only in accordance with the provisions of this chapter:

1. Recommended Filing. Persons or groups desiring to initiate an ordinance by petition are strongly encouraged to submit to the city clerk copies of the petition and proposed ordinance by initiative prior to seeking or obtaining signatures. Upon receipt of any such petitions or ordinances, the city clerk shall forward the same to the city attorney. Within 15 business days of receipt of the petition and proposed ordinance by initiative, the city attorney shall determine and report to the city council whether the proposed ordinance by petition is subject to the initiative process, and, if so, shall thereafter formulate an initiative statement, as described in subsection (B)(2) of this section, and shall transmit the initiative statement to the city clerk, city council, city manager, and the petitioner.
2. Initiative Petition – Requirements – Form. All initiative petitions submitted to the city clerk for validation shall contain the following:
  - a) Title of the Proposed Ordinance. The petition shall indicate the title of the proposed ordinance. The title shall be subject to change by the city as may be necessary to comply with state law or city code.
  - b) Initiative Statement. Every petition page shall contain an initiative statement, not exceeding 100 words, phrased in the form of a question that can be answered only with an affirmative or negative response. The initiative statement may be distinct from the petitioner’s title of the measure, and shall express and give an impartial statement of the purpose of the measure.
3. Petition Page(s). An initiative petition may include any number of pages; provided, that each page shall contain the initiative statement defined in subsection (2)(b) of this section.

4. A copy of the proposed ordinance shall be attached to the petition and shall be made available to every person signing a petition.
5. Signature Lines. Every petition page shall contain consecutively numbered lines for signatures and shall include space for the printed name of the person signing, his or her address, and the date of signing. Signature lines shall be in substantially the following format:

	Petitioner's Signature	Petitioner's Printed Name	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

7. Warning. Every petition page shall contain the following warning directly above the signature lines:

**WARNING**

Any person who signs this petition with a name other than his/her true and legal name, or who knowingly signs more than one petition page, or who signs a petition when he/she is not a qualified elector of Sammamish, or who signs a petition when he/she is otherwise not qualified to sign, or who otherwise makes herein any false statement, shall be guilty of a misdemeanor.

**1.15.040 Initiative – Sufficiency of the petition – Determination.**

1. Signatures. To be sufficient, an initiative petition submitted for validation to the city clerk must contain valid signatures of not less than 15 percent of the number of persons registered to vote at the last preceding general city election.
2. Determination of Sufficiency. Within 10 business days, or such additional time as may reasonably be necessary, from the filing of the petition for validation, the city clerk or the city clerk's designee shall determine the sufficiency of the signatures and shall either accept the petition and issue a certificate of sufficiency, or reject the petition for insufficiency and issue a certificate of insufficiency. For purposes of this section, the city clerk or

designee shall use the registration records and returns of the preceding general city election.

3. Basis for Determination of Sufficiency. The following bases shall apply to determinations of sufficiency:
  - a) There shall be signatures of not less than 15 percent of the number of persons registered to vote in the last, preceding general city election;
  - b) Variations in signatures between the petition and the voter's permanent registration caused by a substitution of initials instead of the voter's first or middle name, or both, shall not invalidate the signature if it is otherwise valid;
  - c) Signatures, excluding the first time, of any person who has signed a petition two or more times shall be stricken; and
  - d) Petitions shall also include the printed name of the person signing, his or her address, and the date signed.

**1.15.050 Initiative – City council action – Calling election.**

1. If the petition accompanying the proposed ordinance is determined to be sufficient by the city clerk, the city council shall, within 20 days after the city clerk's certification of sufficiency, pass the proposed ordinance without alteration, or reject the proposed ordinance.
2. The city council may, after rejection of any initiative measure, propose and pass an alternative ordinance dealing with the same subject; provided, that if the city council rejects any initiative measure, or fails to pass an initiative measure without alteration within 20 days of certification of sufficiency, or passes a different measure dealing with the same subject, then the initiative measure without alteration and the council's alternative measure, if any, shall be submitted to the qualified electors of the city for approval or rejection.
3. If the initiative and/or any alternative council measure are to be submitted to the voters, the city council shall call an election to be held pursuant to state law.

**1.15.060 Initiative – Ballot title – Ballot statement.**

1. When any initiative petition is determined to be sufficient by the city clerk and is to be submitted to the voters, the city clerk shall forward the initiative statement and summary to the city attorney.
2. The city attorney shall prepare, within 10 business days of receipt of the initiative statement and summary:
  - a) A ballot title to permit the voters readily to identify the proposition and distinguish it from other propositions on the ballot; and
  - b) A ballot statement, not to exceed 100 words, containing the essential features of the initiative as expressed in the initiative statement and summary. The ballot statement shall accompany the ballot title on the ballot.

**1.15.070 Initiative – Effective date – Recording.**

1. If a majority of the number of votes cast in an election on an initiative favor the initiative, it shall become effective and shall be made a part of the record of ordinances of the city.
2. In case the city council, after rejection of the initiative measure, has passed an alternative measure, the alternative measure shall be submitted at the same election with the initiative measure. If both the initiative and the council's alternative measure are approved by a majority vote, and if they are conflicting in any substantive manner, then the measure receiving the highest number of affirmative votes shall thereby be adopted, and the other shall be deemed rejected.

**1.15.080 Initiative – Appeal to court.**

If the city clerk finds the initiative petition insufficient or if the city council refuses either to pass an initiative ordinance or to order an election thereon, any aggrieved person may commence an action in the superior court against the city seeking to order an election to be held in the city for the purpose of voting upon the proposed ordinance. Any such action shall be filed with the court within 10 calendar days of such refusal by the city council or finding of insufficiency by the city clerk.

**1.15.090 Initiative – Repeal or amendment.**

1. Upon the adoption of an ordinance by initiative, the city clerk shall write on the margin of the record thereof “Ordinance by Petition No. \_\_\_\_\_” or “Ordinance by Vote of the People.”
2. The city council may, by ordinance, submit to a vote of the people at any general election a proposition for the repeal or amendment of an ordinance initiated by a petition. If a majority of the votes cast upon the proposition favor it, the ordinance by petition shall be repealed or amended accordingly. Propositions for repeal or amendment of an ordinance by petition shall meet the notice, publication and voting requirement of initiatives.
3. Upon the adoption of a proposition to repeal or amend an ordinance by petition, the city clerk shall write upon the margin of the record of the ordinance “Repealed (or Amended) by Ordinance No. \_\_\_\_\_” or “Repealed (or Amended) by Vote of the People.”

**1.15.100 Referendum – Procedures.**

1. A petition for referendum may be timely filed with the city clerk within 30 days from the adoption of an ordinance by the city council, petitioning the council to reconsider an ordinance which is subject to referendum, or to submit the same to a vote of the people for their approval.
2. Referendum Petition – Requirements – Form. All referendum petitions submitted to the city clerk for validation shall contain the following:
  - a. Referendum Statement. The petition for referendum shall contain a referendum statement that shall be phrased substantially in the following language:

Should City of Sammamish Ordinance No. \_\_\_\_\_ relating to \_\_\_\_\_, enacted by the Sammamish City Council on \_\_\_\_\_, be repealed in its entirety? Your signature on this petition indicates your vote in favor of repeal of the attached ordinance in its entirety.

- b) A copy of the challenged ordinance in the form adopted by the city council shall be attached to each referendum petition for the information of the parties requested to sign such petition and shall be made available to every person signing a petition.

- c) **Petition Pages.** A referendum petition may contain any number of pages; provided, that each page contains the referendum statement described in subsection (B)(1) of this section.
- d) **Signature Lines.** Every petition page shall contain consecutively numbered lines for signatures, and shall include space for the printed name of the person signing, his or her address and the date of signing. Signature lines shall be in substantially the following format:

	Petitioner's Signature	Petitioner's Printed Name	Address	Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

- e) **Warning.** Every petition page shall contain the following warning directly above the signature lines:

**WARNING**

Any person who signs this petition with a name other than his/her true and legal name, or who knowingly signs more than one petition page, or who signs a petition when he/she is not a qualified elector of Sammamish, or who signs a petition when he/she is otherwise not qualified to sign, or who otherwise makes herein any false statement, shall be guilty of a misdemeanor.

**1.15.110 Referendum – Filing suspends ordinance – City council action.**

Upon the timely filing of a referendum petition determined to be sufficient by the city clerk, the city council shall reconsider the challenged ordinance and upon reconsideration shall defeat it in its entirety or shall submit it to a vote of the people. The operation of an ordinance timely challenged by referendum shall be suspended from the time a referendum petition is submitted for validation until the referendum petition is finally found insufficient or until the ordinance

challenged has received a majority of the votes cast thereon at the election held for the purposes of the referendum.

**1.15.120 Referendum – Effective date – Record.**

If a majority of the number of votes cast thereon oppose the ordinance subject to the referendum, such ordinance shall be deemed repealed immediately.

**1.15.130 Referendum – Other initiative provisions to apply.**

The following provisions of this chapter relating to initiatives shall also apply to every referendum:

1. Sufficiency of the petition (SMC 1.15.040);
2. Ballot title and ballot statement (SMC 1.15.060); and
3. Appeal to court (SMC 1.15.080).

**1.15.140 Restriction or abandonment of powers.**

The exercise of the initiative and referendum powers governed by this chapter may be restricted or abandoned upon passage of a resolution by the city council declaring the council's intent to put a vote to the people calling for restriction or abandonment of the initiative and referendum powers, or by the filing of a petition meeting the sufficiency requirements of SMC 1.15.040, and seeking the abandonment or restriction of the initiative and referendum powers. The council resolution or the petition shall be submitted to the voters at the next general municipal election if one is to be held within 180 days from the date of filing of the petition or passage of the resolution, or at a special election to be called for that purpose not less than 90 days nor more than 180 days after the passage of the resolution or the certification of sufficiency of the petition. The ballot title and ballot statement of the proposition shall be prepared by the city attorney as provided in SMC 1.15.060.

**1.15.150 Ordinances restricting or abandoning powers – Effective date.**

If a majority of votes cast at the election favor restriction or abandonment, such powers of initiative or referendum shall be deemed so restricted or abandoned.

Exhibit 1

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 is subject to referendum as provided by law and shall take effect and be in full force ninety (90) days after publication of the enabling Resolution which will be October 9, 2015.

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

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Mike Kenyon, City Attorney

Filed with the City Clerk: July 9, 2015  
First Reading: July 14, 2015  
Passed by the City Council:  
Date of Publication:  
Effective Date: October 11, 2015

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2015-641**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, DECLARING THE INTENT OF THE CITY  
COUNCIL TO PROVIDE FOR THE EXERCISE OF THE  
POWERS OF INITIATIVE AND REFERENDUM**

WHEREAS, the City Council has chosen to extend the powers of initiative and referendum to the voters of the City of Sammamish; and

WHEREAS, RCW 35A.11.080 specifies that such process shall be done pursuant to RCW 35A.02.020 - .035;

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

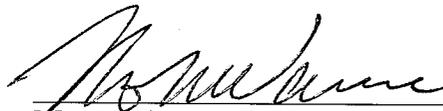
Section 1. Best Interests and General Welfare. Pursuant to RCW 35A.02.030, the City Council finds that the best interests and general welfare of the City would be served by providing the citizens with the powers of initiative and referendum to the extent allowed by law.

Section 2. Publication of Resolution in Full. Within ten days of the passage of this resolution, the City Clerk shall cause the same to be published in full in a newspaper of general circulation within the City.

Section 3. Implementing Ordinance. If, upon the expiration of the ninetieth day from, but excluding the date of first publication, of this resolution, no timely or sufficient referendum petition has been filed pursuant to RCW 35A.02.035 as determined by RCW 35A.29.170, the City Council shall effect the intent of the resolution by adopting an ordinance at its next regular meeting thereafter October 8, 2015, providing for the powers of initiative and referendum in the City of Sammamish.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 7<sup>th</sup> DAY OF JULY, 2015.**

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

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

Approved as to form:



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Michael R. Kenyon, City Attorney

Filed with the City Clerk:	June 30, 2015
Passed by the Council:	July 7, 2015
Publication Date:	July 10, 2015
Resolution No:	R2015-641



**Meeting Date:** July 21, 2015

**Date Submitted:** July 15, 2015

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Resolution: Final Plat for Lake Vista Subdivision of 18 lots

**Action Required:** Adopt resolution approving the subdivision

**Exhibits:**

1. Proposed Resolution
2. Hearing Examiner Decision
3. Compliance matrix showing plat conditions and responses
4. Final Plat (with Site Map and Vicinity Map).

**Budget:** N/A

**Summary Statement:**

**Description:**

The proposed Lake Vista (Estates) subdivision to create 18 lots was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on February 25, 2014. The Hearing Examiner approved the subdivision with the name Lake Vista with conditions; the proposed final plat of 18 lots are consistent with the Hearing Examiner conditions and the applicable code.

**Background:**

The subdivision application is vested to the City of Sammamish Municipal Code in effect on October 29, 2012. The City of Sammamish Hearing Examiner approved the preliminary plat on February 25, 2014, subject to conditions of approval. The City of Sammamish has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and Clear and Grade Permit SDP2014-00521. The improvements have been substantially completed and inspected. The final lift of asphalt, drainage improvements, and street trees have been bonded for (see below).

The area of the site being subdivided is zoned Residential, 6 units per acre (R-6). Access to the development on the site is via SE 8<sup>th</sup> Street and an interior road. The County informed the applicant that the name *Lake Vista* had been used by a plat in 1959 and so they have changed the plat name to *Lake Vista Estates* for recording purposes.

**Performance Bond:**

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$330,295.40 under SDP2014-00521 on July 14, 2015.

**Landscaping Bond:**

The applicant has posted a street landscaping maintenance and defect bond in the amount of \$19,903.00 under SDP2014-00521 on July 14, 2015.

**Critical Areas Bonding:**

There are no project requirements regarding impacts to critical areas requiring bonding.

**Street Mitigation Fees:**

The applicant has paid 30 percent of the street mitigation impact fee in the amount of \$74,650.72, which was paid on July 14, 2015. The balance will be due at the issuance of single-family building permits on a per lot basis.

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

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$81,795.50 on July 14, 2015, in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

**Park Impact Fees:**

Park Impact fees will be paid at the time of single family building permit issuance.

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

**Financial Impact: \$ N/A**

**Recommended Motion:** Approve the resolution for the 18-lot Lake Vista Estates subdivision, and authorize the Mayor to sign the mylars for the final plat.

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

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE  
PLAT OF LAKE VISTA (ESTATES) PLN2012-00046**

WHEREAS, the City Council has received recommendation of approval for the final plat of the Lake Vista (Estates) Subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the (18-lot) plat of the Lake Vista (Estates) Subdivision PLN2012-00046;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of February 2, 2014 for the preliminary plat of Lake Vista (Estates).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Lake Vista (Estate) final plat.

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

CITY OF SAMMAMISH

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Mike Kenyon, City Attorney

Filed with the City Clerk: July 15, 2015

Passed by the City Council:

Resolution No.: R2015-\_\_\_\_\_

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

**DECISION**

FILE NUMBER: PLN2012-00046

APPLICANT: Glen Sterley <sup>1</sup>  
6607 61<sup>st</sup> Avenue SE  
Snohomish, WA 98290

TYPE OF CASE: Preliminary subdivision (*Lake Vista*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to revised conditions

DATE OF DECISION: February 25, 2014

**INTRODUCTION <sup>2</sup>**

Glen Sterley (Sterley) seeks preliminary approval of *Lake Vista*, an 18 lot single-family residential subdivision of a 5.54 acre site, owned by Sterley, which is zoned R-6.

Sterley filed a Base Land Use Application on October 29, 2012. (Exhibit S1.1 <sup>3</sup>) The Sammamish Department of Community Development (the Department) deemed the application to be complete as of November 14, 2012. (Exhibit S-1.9)

The subject property is located at 704 East Lake Sammamish Parkway SE, in the northeast quadrant of the East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection.

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<sup>1</sup> Spelled as shown on the Base Land Use Application, Exhibit S-1.1.

<sup>2</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

<sup>3</sup> Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

## Exhibit 2

HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

February 25, 2014

Page 2 of 30

The Sammamish Hearing Examiner (Examiner) viewed the subject property on February 19, 2014.

The Examiner held an open record hearing on February 19, 2014. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit S-1.49)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivisions be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net review day 214.<sup>4</sup> The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. The Department provided Sterley with a written explanation. (Exhibit S-1 {p. 3, § 3(g)})

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

Exhibit S-1:	Departmental Staff Report
Exhibits S-1.1 – S-1.49:	As enumerated in Exhibit 1
Exhibit S-2:	Rich Seiler hearing statement, with Attachments Exhibits S-2a – S-2h
Exhibit S-3:	E. R. McRae hearing statement
Exhibit S-4:	Letter, Tom & Lisa Nielsen, December 16, 2012

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

### FINDINGS OF FACT

1. The *Lake Vista* site is a near rectangle located in the northeast quadrant of the East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection whose northwest corner is truncated by East Lake Sammamish Parkway SE. The property has approximately 624 feet of frontage along the north side of SE 8<sup>th</sup> Street and a north-south dimension of approximately 416 feet. The property has approximately 295 feet of frontage on the east side of East Lake Sammamish Parkway SE. The site contains 241,528 square feet (SF) or 5.54 acres.<sup>5</sup> (Exhibit S-1.2 and S-1.3)

The site contains a dilapidated residence, a barn, a few small sheds, and remnant fencing. The eastern edge of the property is forested. Open meadow and blackberry brambles cover most of the site. A few Douglas-fir, cottonwood and cherry trees are present. Overgrown ornamental landscaping surrounds the house. A stand of red

<sup>4</sup> Exhibit S-1 {p. 3, § 3(g)} states that January 22, 2014, was net review day 186. Twenty-eight days elapsed between that date and the date of the hearing.

<sup>5</sup> Subsection 21A.25.070(4) SMC uses two decimal places in yield calculations. Therefore, to be consistent, area and yield calculations throughout this Decision will be stated to two decimal places.

## Exhibit 2

HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

February 25, 2014

Page 3 of 30

alder, big leaf maple, western red cedar, and Douglas-fir with a native shrub understory is supported in the southwest corner of the site.

(Exhibit S-1.13 {p. 5})

2. The site is bordered on most of its west side by East Lake Sammamish Parkway SE. A small triangular area is sandwiched between the southwest corner of the subject property and East Lake Sammamish Parkway SE. That area has about 75 feet of frontage along SE 8<sup>th</sup> Street, 170 feet of frontage along East Lake Sammamish Parkway SE, and borders the west edge of the subject property by about 150 feet. It consists of all or portions of two parcels owned by Chamberlin and Benner. (Exhibits S-1.2, S-1.3, and S-2 {Unnumbered p. 4})

Adjacent to the west side of the East Lake Sammamish Parkway SE right-of-way is the East Lake Sammamish Trail (ELST) right-of-way. The ELST right-of-way is 100 feet wide in this area. The ELST is constructed within that right-of-way. (Exhibits S-1.2 {Sheet 1 of 9} and S-1.3) West of the ELST right-of-way are single-family residences fronting on Lake Sammamish. The residential property that lies west of the ELST and immediately north of an imaginary westerly extension of the subject property's south line is owned by Chamberlin. (Exhibits S-1.3 and S-1.27)

3. The site is bordered on its north by a large parcel containing a single-family residence. (Exhibit S-1.3)
4. The site is bordered on its east by two of four lots in a short subdivision developed by the Seilers, owners of the lot bordering the majority of the site's east boundary. The Seilers's lot contains approximately 1.4 acres and a large house with detached garage. (Exhibits S-1.3, S-2, S-2a, and S-2c)
5. Two single-family subdivisions, *Joy Luck* and *Ashton Woods*, lie across SE 8<sup>th</sup> Street from both the subject property and the Seilers's short platted lots.<sup>6</sup> Residential lots in those two subdivisions range from about 6,800 SF to over 12,500 SF. Both subdivisions include significant open space tracts. (Exhibits S-1.3, S-1.15 {Fig. 3}, S-2d, and S-2e) Both subdivisions were approved prior to incorporation of the City in 1999; they were developed in the 1999 – 2000 time period. (Exhibit S-1.28b and testimony)

The four lots at the south end of 197<sup>th</sup> Place SE are not within either the *Joy Luck* or *Ashton Woods* subdivisions. Rather, they are metes and bounds parcels served by a private cul-de-sac and private street. Three of those parcels contain between 30,000 SF and 324,000 SF. (The area of the fourth lot is not contained in the hearing record, but it extends to East Lake Sammamish Parkway SE and contains an eagle's nest.<sup>7</sup>) (Exhibits S-1.15 {Fig. 3}, S-2d, and S-2e)

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<sup>6</sup> Although it is clear from the record that there are two abutting subdivisions with different names, the testimony in the record suggests that residents refer to both as *Ashton Woods*.

<sup>7</sup> See Finding of Fact 24, below.

## Exhibit 2

### HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

February 25, 2014

Page 4 of 30

6. The area's zoning pattern was established by King County before Sammamish became an incorporated city in 1999. (Exhibit S-2 and official notice) In 2003 the City adopted its own Comprehensive Plan and implementing regulations under the Growth Management Act of 1990, Chapter 36.70A RCW (GMA). The City has left the zoning of the subject property unchanged through that process. (Official notice)

The subject property as well as parcels to the north and east, together with the *Joy Luck* and *Ashton Woods* subdivisions are designated on the City's adopted Comprehensive Plan R-6 and zoned R-6, residential development at a maximum density of six dwelling units per acre, just as they were under the prior King County jurisdiction. Properties to the north and east of the R-6 area as well as those lots west of the ELST are designated/zoned R-4 (residential with a maximum density of four dwelling units per acre); properties between East Lake Sammamish Parkway SE and *Joy Luck*, as well as properties south of *Joy Luck* and *Ashton Woods* (including the four lots described at the end of Finding of Fact 5, above) are designated/zoned R-1 (residential with a maximum density of one dwelling unit per acre). Two other R-6 zoned clusters lie a short distance north and south of the subject property on the east side of East Lake Sammamish Parkway SE. (Exhibits S-1 and S-2c and Comprehensive Plan {Fig. III-2})

7. The City's adopted Comprehensive Plan states that the City is required under GMA to plan for at least 3,842 new dwelling units between 2001 and 2022. The Comprehensive Plan adopted a growth target of 4,858 new dwelling units by 2022. [Comprehensive Plan, p. III-3]
8. The maximum permissible lot yield under the subject property's R-6 zoning, calculated in accordance with procedures spelled out in the SMC, is 17 dwelling units before considering any incentives (241,528 SF – 24,329 SF for right-of-way – 95,642 SF environmentally critical areas and buffers = 121,557 net SF = 2.79 net acres x 6 units per net acre = 16.74 dwelling units). (Exhibit S-1 {p. 4}) Fractional results “of 0.50 or above shall be rounded up”, those “below 0.50 shall be rounded down.” [SMC 21A.25.070(4)] Therefore the maximum permissible lot yield, before considering incentives is 17 dwelling units. (Exhibit S-1 {p. 4}) Sterley has used tree retention incentives to gain one additional lot. (See Finding of Fact 14, below.)
9. Most of the site exhibits a very gentle slope towards East Lake Sammamish Parkway SE. A fairly sharp 20 foot rise occurs along the east edge of the site. A Class 3 wetland lies at the base of that slope. Class 3 wetlands require a 50 foot protective buffer. (Exhibits S-1.10 – 1.13 and S-1.17)
10. The subject property is underlain by glacial till and, as a result, exhibits perched water conditions.<sup>8</sup> (Exhibit S-1.23)

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<sup>8</sup> A “perched water condition” occurs when surface water infiltrates a short distance into the soil before encountering a relatively impermeable layer such as glacial till. The water then finds it easier to flow laterally above the till than to percolate through the till. (Official notice)

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11. Sterley proposes to protect the Class III wetland with the code-required 50 foot buffer. (The southern edge of the wetland is only about 30 feet north of the northerly curb on SE 8<sup>th</sup> Street. (Exhibit S-1.2 {Wetland Sheet 1 of 2}) The City allows wetland buffers to be truncated where they intersect a public street. [SMC 21A.50.290(2)(d)] In order to meet City sidewalk requirements along SE 8<sup>th</sup> Street, the sidewalk will have to be built within the buffer. To minimize that impact, the City has agreed to allow elimination of a planter strip where the sidewalk passes the wetland. Approximately 1,009 SF of the buffer will be disturbed due to the sidewalk construction. The wetland buffer will be expanded along its east edge by the same amount as offsetting mitigation. (Exhibit S-1.2 {Wetland Sheet 2 of 2}) The wetland and its buffer will be contained in Tract D. (Exhibit S-1.2 {Sheet 1 of 9})

All lots will be served by a short, public cul-de-sac intersecting SE 8<sup>th</sup> Street in alignment with 197<sup>th</sup> Place SE in *Joy Luck*. The standard minimum right-of-way width for such a street is 57 feet and the standard pavement width is 36 feet. The City Engineer may allow parking on one side only on cul-de-sacs. [Interim Public Works Standards (PWS) {Table 1 and Fig. 01-05}] The City Engineer may authorize “variations” from the PWS. [PWS.10.170] The City Engineer has granted variations to allow parking on one side only (thus reducing the pavement width from 36 feet to 28 feet) and a reduced right-of-way width from 57 feet to 50 feet. (Exhibits S-1, S-1.2 {Sheet 6 of 9}, and S-1.20)

The proposed lots range from 4,000 SF to 7,863 SF. The proposed average lot size is 5,330 SF. (Exhibit S-1.2 {Sheet 1 of 9}) The City’s development standards do not set minimum lot sizes for any residential zone anywhere in the City. [SMC 21A.25.030(A)] All proposed lots meet applicable zoning standards: 20 foot front setback for garages, 10 foot front setback for the remainder of the dwelling, five (5) foot interior setback, and minimum lot width of 30 feet. (Exhibits S-1 {p. 4} and S-1.2)

The proposed plat contains an open space tract along its east edge (Tract E), a stormwater vault/play area tract in its southwest corner (Tract A), and two private driveway/road tracts serving several of the proposed lots (Tracts B and C). (Exhibit S-1.2 {Sheet 1 of 9})

12. The City has adopted tree retention requirements. [SMC 21A.35.210 - .240] New subdivisions must retain at least 25% of all “significant” trees <sup>9</sup> located outside of protected sensitive areas [SMC 21A.35.210(2)(a)] and essentially all significant trees located within protected environmentally sensitive areas [SMC 21A.35.210(2)(b)] There is a proviso associated with the retention requirement: “trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (2)(a) of this section.” [SMC 21A.35.210(2)(b)] Further, up to 50% of the trees to be retained may be replaced by new trees upon approval by the Department; replacement ratios range from 4:1 to 8:1 depending upon the size of the tree to be replaced. [SMC 21A.35.210(6) and .240(1)(c)]

The regulations include criteria for selecting which trees to retain on a development site:

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<sup>9</sup> The SMC defines a “significant tree” as either a coniferous tree with a diameter at breast height (DBH) of 8” or more or a deciduous tree with a DBH of 12” or more. [SMC 21A.15.1333]

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- (a) Trees located within healthy, vegetated groups and stands rather than as isolated trees scattered throughout the site;
- (b) Trees that have a reasonable chance of survival once the site is developed;
- (c) Trees that will not pose a threat to persons or property;
- (d) Trees that can be incorporated into required landscaping or can be used to screen the site from adjacent properties;
- (e) Trees adjacent to open space, sensitive area buffers or sensitive area tracts;
- (f) Trees having a significant land stability function; or
- (g) Trees that meet the definition of heritage tree.

[SMC 21A.35.210(5)]

13. The subject property contains 74 significant trees, 31 of which are located outside the wetland or its required buffer. (Exhibit S-1.2 {Sheet 9 of 9}) Pursuant to SMC 21A.35.210(2)(a), eight (8) (25% of  $31 = 7.75$ ) significant trees outside of sensitive areas and the 43 significant trees within the sensitive area tract must be retained.

Sterley proposes to retain 11 significant trees outside environmentally sensitive areas (35.5% of 31) plus the 43 trees within Tract D, for a total of 54 significant trees retained. The retained trees outside Tract D are with but one exception all located within open space Tract E along the east edge of the plat. (Exhibit S-1.2 {Sheet 9 of 9})

14. Section 21A.35.220 SMC provides incentives to encourage retention of more trees than required by SMC 21A.35.210 “subject to City review and approval”. [SMC 21A.35.220] New subdivisions which retain “30 percent or more” of significant trees outside environmentally sensitive areas may reduce “recreation space by up to 10 percent”. [SMC 21A.35.220(1)] New subdivisions which retain “35 percent or more” of significant trees outside environmentally sensitive areas may “include up to 10 percent of the area within environmentally sensitive areas towards site density calculations.” [SMC 21A.35.220(2)]

As noted above, Sterley proposes to retain retain 11 significant trees (35%) outside environmentally sensitive areas. Sterley has applied the full 10% bonus towards the site density calculation to achieve the proposed yield. (Exhibits S-1 and S-1.2)

15. “Streets and highways are most effectively classified by their function, according to the character of the service they are intended to provide.” [Public Works Standards (PWS).15.050.A, ¶ 1] Section PWS.15.050.A lists a number of City arterials “to assist the developer in determining the classification of a particular street. ... If a street or portion of a street is not listed, ... the Public Works Department [shall] determine the correct street classification.” [PWS.15.050.A, ¶ 6]

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East Lake Sammamish Parkway SE is a designated minor arterial whose average daily traffic (ADT) volume in the vicinity of SE 8<sup>th</sup> Street is about 10,000. East Lake Sammamish Parkway SE has a posted speed limit of 35 miles per hour (mph) and, thus, a design speed of 40 mph. SE 8<sup>th</sup> Street is a local access, non-through street. (Exhibits 1.24 and 1.25)

“Minor arterials interconnect with and augment the principal arterial system. Minor arterials connect principal arterials to collector arterials and small generators. ... The design year ADT [Average Daily Traffic] is approximately 2,500 to 15,000.” [PWS.15.050.B.2]

“The local street system consists of local access and minor access streets. [PWS.15.050.B.4] “Local feeder streets serve as primary access to the development from the adjacent street system. They distribute traffic from local or minor streets in residential neighborhoods and channel it to the arterial system. ... Typical ADT may range from about 400 to 1,500. Abutting residences are oriented away from the feeder.” [PWS.15.050.B.4.a] “[Minor access streets] are typically internal subdivision streets providing circulation within the subdivision or between subdivisions. ... Typical ADT may range from about 300 to 1,000.” [PWS.15.050.B.4.b]

16. “All developments ... shall install street frontage improvements at the time of construction pursuant to these standards. Such improvements shall include curbs, gutters, ... planter strips, ... sidewalks, and street widening all [pursuant to] these standards.” [PWS.15.110.A] The adopted design standards for all classifications of public streets include curb, gutter, planter strip, and sidewalk on both sides. [PWS Figs. 01-01, 01-02, 01-03, and 01-05]

Frontage improvements consisting of curb, gutter, planter strip, and sidewalk will be required along the property’s frontages on East Lake Sammamish Parkway SE and SE 8<sup>th</sup> Street. Since Sterley does not own the corner frontage (it is owned by Chamberlin and Brenner), typical frontage improvements at the corner could not be constructed without permission of the owners of that property. The City has encouraged Sterley to seek their permission for standard improvements. If permission is not forthcoming, the City is prepared to accept interim improvements within the existing right-of-way. (Exhibit S-1.2 {Sheet 6 of 9} and testimony) The plat has been designed so that no lots have to take access from East Lake Sammamish Parkway SE or SE 8<sup>th</sup> Street. (Exhibit S-1.2, Sheet 1 of 9)

17. Sight distance is calculated for a “design speed” which is typically 5 mph over the posted speed limit. Two types of sight distance are used in traffic engineering: Entering sight distance and stopping sight distance. Entering sight distance is the distance required for a vehicle on the side street to safely enter the traffic flow on the major street. Stopping sight distance is the distance required to safely stop when a low object is seen in the street ahead.

The required entering sight distance is 475 feet for a 40 mph design speed and 355 feet for a 30 mph design speed. The required stopping sight distance is 325 feet for a 40 mph design speed and 200 feet for a 30 mph design speed. Entering sight distance and stopping sight distance are met at both the

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proposed plat street intersection with SE 8<sup>th</sup> Street and at the existing East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection. (Exhibit S-1.25 {pp. 2 and 3})

18. Subsection 14.15.020(6) SMC requires that trip generation rates published by the Institute of Transportation Engineers (ITE) be used in predicting traffic volumes associated with proposed developments. The ITE rates for single-family detached housing are 9.57 trips per house on an average weekday (AWDT), 0.75 trips per house during the average weekday A.M. peak hour, and 1.01 trips per house during the average weekday P.M. peak hour.<sup>10</sup> (Official notice)
19. Sterley's traffic consultant counted traffic volumes at the East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection on Thursday, August 9, 2012, during a three hour block of time in the morning and again in the afternoon. During the peak hour in the morning, a total of 30 vehicles used SE 8<sup>th</sup> Street; during the peak hour in the afternoon, a total of 33 vehicles used SE 8<sup>th</sup> Street. (Exhibit S-1.24 {Appendix, pp. 2 and 3}) The evening peak hour typically carries 10% of the ADT. (Exhibit S-1.24 {p. 4}) Thus, by extrapolation, the ADT on SE 8<sup>th</sup> Street is around 330.
20. Sterley's traffic consultant also used Washington State Department of Transportation formulas to evaluate the need for turn lanes at the East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection. Those analyses demonstrated that no turn lanes are warranted. (Exhibit S-1.26)
21. The City has adopted a Transportation Concurrency Management system to implement the transportation level of service policies within its comprehensive plan. [Chapter 14.15 SMC] Under Chapter 14.15 SMC, an applicant prepares and submits a transportation impact analysis (TIA) which is reviewed by the Department of Public Works (DPW). If the TIA demonstrates compliance with established levels of service, a concurrency certificate is issued.

A TIA was prepared and submitted. (Exhibits S-1.24 – S-1.26) On November 2, 2012, DPW issued a Certificate of Concurrency for *Lake Vista*. (Exhibit S-1.19)

The developer will be required to pay transportation impact fees under Chapter 14.20 SMC.<sup>11</sup> As of November 2, 2012, the estimated total fee was \$252,517.32. (Exhibit S-1.19) Sterley paid the required 10% deposit on November 14, 2012. (Exhibit S-1 {p. 3})

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<sup>10</sup> The A.M. and P.M. peak hours are the single hour in the morning and afternoon, respectively, during which the highest volumes of traffic are traveling on the local street system. (See SMC 14.05.010(20).) The "peak hour" does not represent the entire morning or afternoon "rush hour" unless the rush hour happens to last less than one hour. As everyone who lives in this region knows from personal experience, the morning and afternoon weekday rush hour each lasts much longer than one hour. Thus, the "peak hour" represents the single hour with the highest traffic volume within the entire "rush hour." (Official notice)

The SMC mandates use of the ITE rates unless the applicant wants to try to prove that some other rate is more appropriate. [SMC 14.15.020(6)] Staff has no authority to force a different rate on an applicant.

<sup>11</sup> Such fees do not vest. Thus, a development is subject to fee changes that happen before the fee is paid.

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22. The record contains evidence that appropriate provisions have been made for:
- A. Open space. Proposed Tract A (13,074 SF) will house an underground stormwater detention vault above which will be a recreation area; Proposed Tract D (95,642 SF) will contain the wetland and its required undeveloped buffer; and Tract E (9,184 SF) will provide passive open space and tree retention along the eastern edge of the subdivision. In total, 117,900 SF (2.71 acres), approximately 49% of the total site, will be retained as open space. (Exhibit S-1.2)
  - B. Drainage ways. Surface water from the upslope, east side of East Lake Sammamish Parkway SE in this area (which includes not only the subject property but also the lots served by SE 8<sup>th</sup> Street) flows westerly into a roadside ditch along East Lake Sammamish Parkway SE. A 24” culvert at the southeast corner of the East Lake Sammamish Parkway SE/SE 8<sup>th</sup> Street intersection conveys the runoff beneath East Lake Sammamish Parkway SE where it flows into a ditch/wetland area between East Lake Sammamish Parkway SE and the ELST. That ditch/wetland has two outlets, both of which eventually drain into Lake Sammamish. A 12” culvert near the south end of that area carries flows beneath the ELST and into a wet area from which they enter a 12” culvert system on the Chamberlin property. The other outlet is a 24” culvert beneath a shared access road at the north end of the area, after which flows travel northwesterly and then west into the lake. The invert elevation <sup>12</sup> of the 12” culvert is about six (6) inches lower than the invert elevation of the 24” culvert. Thus, during low flow periods, most runoff from east of East Lake Sammamish Parkway SE most likely takes that course. (Exhibit S-1.22 {p. 14, Appendix A, and Appendix B (Downstream Analysis Figure)} and testimony)

The City has adopted the 2009 King County Surface Water Design Manual (2009 KCSWDM) as its stormwater design manual. (Exhibit S-1 {p. 4}) The proposed subdivision is required to meet Level 2 Flow Control Standards, but has chosen to apply the more stringent Level 3 Flow Control Standards in order to avoid any possible downstream flooding problems. (Exhibit S-1.21 {p. 13}) The Level 3 Flow Control Standard requires that runoff from the developed site match predeveloped duration of flows between the range of one-half the 2-year design storm and the 50-year storm and also match the 2-, 10-, and 100- year predeveloped peak flow rates. (Exhibits S-1 {p. 4} and S.21 {p. 13})

Lake Sammamish, the receiving body for runoff in the area, is classified as a Sensitive Lake. Therefore, the subdivision is subject to Sensitive Lake Water Quality Treatment requirements. The proposed detention/wet vault combined with a stormwater filter to remove phosphorus will meet those requirements. (Exhibits S-1.20 {pp. 1 and 2} and S-1.21 {p. 14} and testimony)

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<sup>12</sup> The “invert elevation” of a pipe is the elevation of the inside surface of the bottom of the pipe. It thus represents the elevation at which water will enter the pipe. (Official notice)

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- C. Streets and roads. DPW has reviewed and approved the proposed public and private streets within *Lake Vista*. (Exhibit S-1.20) “The City Engineer has approved a modified pavement width of 28-ft, 50-ft ROW dedication, and No Parking on one side. The City Engineer may modify additional standards based on engineering judgment during final engineering review”. (Exhibit S-1.20 {p. 2})
- D. Alleys. The proposed design does not utilize alleys. (Exhibit S-1.2)
- E. Other public ways. No need for other public ways within the subdivision exists. (Exhibit S-1.2)
- F. Transit stops. The record contains no request for transit stops.
- G. Potable water supply. The Sammamish Plateau Water & Sewer District (SPWSD) issued a Certificate of Water Availability for *Lake Vista* on September 18, 2012. A little over one month later the preliminary subdivision application was filed, thus fulfilling the Certificate’s requirement that an application be filed within one year of issuance of the Certificate. (Exhibit S-1.6) In addition, Sterley has now entered into a Developer Agreement with SPWSD. (Exhibit S-1.8)
- H. Sanitary wastes. The SPWSD issued a Certificate of Sewer Availability for *Lake Vista* on September 18, 2012. A little over one month later the preliminary subdivision application was filed, thus fulfilling the Certificate’s requirement that an application be filed within one year of issuance of the Certificate. (Exhibit S-1.7) In addition, Sterley has now entered into a Developer Agreement with SPWSD. (Exhibit S-1.8)
- I. Parks and recreation. The SMC requires that the subdivision include not less than 7,020 SF of active recreation area within the subdivision (equal to 390 SF per lot). The proposal provides 15,721 SF of countable recreation area. (All of Tract E and one-half of Tract A may be counted.). (Exhibit S-1 {pp. 4 and 5}) Since Tract E is inaccessible without crossing critical areas Tract D, the Department states that a trail from SE 8<sup>th</sup> Street will have to be provided. (Exhibit S-1 {p. 5} and testimony) Trails may be constructed within the outer 25 percent of wetland buffers. [SMC 21A.50.300(8)] The required trail is not depicted on Exhibit S-1.2; the required trail is not listed as a recommended condition in Exhibit S-1.
- In addition, the developer will have to pay a park impact fee pursuant to Chapter 14A.20 SMC.<sup>13</sup> (Exhibit S-1 {Recommended Condition 42})
- J. Playgrounds. See Finding 22.I, above.

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<sup>13</sup> Such fees do not vest. Thus, a development is subject to fee changes that happen before the fee is paid.

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- K. Schools and schoolgrounds. Lots within *Lake Vista* are subject to Chapter 21A.105 SMC which imposes school impact fees on new single family dwelling units to fund school system improvements needed to serve new development. <sup>14</sup> (Exhibit S-1 {p. 5})
- L. Safe walking conditions for students who only walk to and from school. SE 8<sup>th</sup> Street is the dividing line (at least in this area) between the Issaquah School District to the south and the Lake Washington School District (LWSD) to the north. A combined total of seven school buses use SE 8<sup>th</sup> Street to pick up and drop off school children. (Testimony)

The subject property is within the attendance areas of Smith Elementary, Inglewood Middle and Eastlake High Schools. The LWSD has indicated that all public school children will be bussed to school and that the bus stop will be at the subdivision street's intersection with SE 8<sup>th</sup> Street. (Exhibit S-1.4)

The interior cul-de-sac will have sidewalks on both sides; the property's frontage on SE 8<sup>th</sup> Street will have a sidewalk. (Exhibit S-1.2) No further improvements are necessary to provide safe school walking conditions for the children that will reside in *Lake Vista*.

- 23. The adopted comprehensive plan contains many policies regarding environmental protection. The City has adopted Chapter 21A.50 SMC, Environmentally Critical Areas, to implement many of those policies. Chapter 21A.50 SMC regulates treatment of erosion hazard areas, frequently flooded areas, landslide hazard areas, seismic hazard areas, critical aquifer recharge areas, wetlands, fish and wildlife habitat conservation areas, wildlife habitat corridors, streams, and lakes/ponds. [SMC 21A.50.220 - .355]
- 24. The fish and wildlife habitat conservation areas provisions of SMC 21A.50.325 apply to properties which contain or, for certain of the provisions, are adjacent to such areas. "Fish and wildlife habitat conservation areas" are "areas that are essential for the preservation of critical habitat and species." [SMC 21A.15.468] In general, such areas are those "with which state or federally designated endangered, threatened, and sensitive species have a primary association." [SMC 21A.15.468(1)]

The subject property does not contain a fish and wildlife habitat conservation area as defined.

A bald eagle nest is located some 500 feet southwest of the subject property, between the *Joy Luck/Ashton Woods* subdivisions and East Lake Sammamish Parkway SE. (Exhibit S-1.15) Bald eagles are no longer listed as a Federally endangered species, but are still subject to the Federal Bald and Golden Eagle Protection Act. Bald eagles are still listed as a State priority habitat species. (Exhibit S-1.14 {pp. 11 and 12}) The U.S. Fish and Wildlife Service has issued an inadvertent "eagle take" permit which is required because the development will be within 660 feet of the eagle nest. Essentially, the permit requires that the "majority" of site work occur outside of the eagle's sensitive

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<sup>14</sup> Such fees do not vest. Thus, a development is subject to fee changes that happen before the fee is paid.

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breeding season which is from January 31 through March 31 annually. Limitations on work during the breeding season are set forth in the permit. (Exhibit S-1.16)

Subsection 21A.50.325(3)(i) SMC provides that the Department “shall condition approvals of development activities allowed within or adjacent to a habitat conservation area or its buffers”. Such “[c]onditions may include ... (iv) Seasonal restriction of development activities”. [SMC 21A.50.325(3)(i)(iv)]

25. Sammamish’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Lake Vista* on December 13, 2013. (Exhibit S-1.47) The DNS was not appealed. (Exhibit S-1 {p. 2})
26. The Department has analyzed the *Lake Vista* proposal, finds it to be in compliance with applicable standards and requirements, and recommends approval subject to a number of conditions. (Exhibit S-1)
27. In response to questions from the Examiner, the Department offered the following clarifications/corrections to its recommended conditions of approval contained in Exhibit S-1: (Testimony)
  - A. Page 5. The Department acknowledged the absence of a condition requiring construction of a trail to Tract E. The Department indicated that a condition would be appropriate.
  - B. Page 8, Recommended Conditions 16 and 17. The Department acknowledged that it had created these conditions by paraphrasing two of the 23 conditions on the Federal eagle permit (Exhibit S-1.16) The Department does not know whether the Federal eagle permit restrictions apply only to initial development and construction of *Lake Vista* and its residences, or to all work undertaken by homeowners over time. The Department cited SMC 21A.50.325(3)(i) as the authority for these conditions.
  - C. Pages 9 and 10. The Department stated that as to Recommended Conditions 30 – 46, its intent is that Recommended Conditions 32 and 34 – 45 appear verbatim on the face of the final plat.
  - D. Page 10, Recommended Condition 41. The Department clarified that homes larger than 3,600 SF could be constructed on the proposed lots if either they were sprinklered or the area’s fire flow was increased to 1,750 gallons per minute or more.
  - E. Page 10, Recommended Condition 44. The Department stated that the second sentence and concluding sentence in this condition are directives for something to be done prior to final plat approval and should not appear verbatim on the face of the final plat.

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- F. Page 10, Recommended Condition 46. The Department stated that this should not appear on the face of the final plat.
28. Sterley agrees to accept the conditions as recommended by the Department. (Testimony)
29. The SPWSD recommends that the east end of Tract C be “squared off.” (Exhibit S-1.8) The Department and Sterley had no objection to that suggestion. (Testimony)
30. Residents who live along SE 8<sup>th</sup> Street do not oppose subdivision of the subject property, but do oppose the current proposal. (Exhibits S-1.27 – S-1.46 and S-2 – S-4 and testimony) Neighborhood concerns generally fall into five topical areas:
- A. Density/lot size. The neighbors believe that the number of lots should be significantly reduced so that the lot sizes will better match those of the surrounding area. They argue that although the number of lots proposed appears to comply with applicable codes, it is out of character with the area and should not be allowed.
  - B. Home size/value. The neighbors want the houses built within *Lake Vista* to have comparable size and value to their homes. They believe that that will not happen with the small size of the proposed lots.
  - C. Surface water runoff concerns. Several seeps exist in the *Ashton Woods* area. The neighbors are concerned that seeps may also occur in *Lake Vista*. Chamberlin is very concerned that additional stormwater flows through the pipe beneath her property could cause damage. She does not want any runoff from *Lake Vista* to flow through the pipe beneath her property.
  - D. Traffic and parking on SE 8<sup>th</sup> Street. The neighbors indicate that the City allows ELST users to park on SE 8<sup>th</sup> Street. (The Department testified that no special provision for ELST user parking applies to SE 8<sup>th</sup> Street. Motorists may park along it just as along any other non-restricted City street.) The neighbors indicate that such parking sometimes reduces sight distance. In addition, the neighbors believe that congestion would be increased because of conflicts between traffic from the new homes and the number of school bus routes that use SE 8<sup>th</sup> Street. The neighbors also question the accuracy of Sterley’s TIA, suggesting that the traffic counts do not account for a home occupation (swimming lessons) operated during summer months at one of the residences at the south end of 197<sup>th</sup> Place SE.
  - E. Eagle nest impact. The neighbors want the eagle’s nest protected. (The eagle’s nest is closer to many *Joy Luck* and *Ashton Woods* residences than it will be to the nearest *Lake Vista* residence. (Exhibit S-1.15 {Fig. 3}))
31. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

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### LEGAL FRAMEWORK <sup>15</sup>

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

#### Authority

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

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

[SMC 20.10.070(2)]

#### Review Criteria

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

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

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

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

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds,

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<sup>15</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

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

### Vested Rights

Sammamish has enacted a vested rights provision.

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

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on November 14, 2012.

### Standard of Review

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

### Scope of Consideration

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

## CONCLUSIONS OF LAW

1. The neighbors' concerns are not founded on actionable bases. All evidence indicates that *Lake Vista* complies with those regulations enacted by the City against which preliminary subdivision applications are to be evaluated. The Conclusions of Law which follow will demonstrate that compliance.
2. Because of the significant interest in this application, the Conclusions of Law will be grouped by general topic. A basic exposition of the controlling review framework will be followed by discussion of the major issues of concern to the neighbors. Compliance with the specific criteria for approval will then follow, with discussion of conditions of approval concluding the analysis.

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3. The Conclusions in this decision are grouped by topic only for the reader's convenience. Such groupings do not indicate any limitation of applicability to the decision as a whole.
4. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

### Review Framework

5. One of the legal premises underlying the land use planning and regulatory system in Washington State is that decisions on individual applications must be based upon adopted ordinances and policies rather than upon the personal preferences or “general fears” of those who may currently live in the neighborhood of the property under consideration. [*Department of Corrections v. Kennewick*, 86 Wn. App. 521, 937 P.2d 1119 (1997); *Indian Trail Prop. Ass’n. v. Spokane*, 76 Wn. App. 430, 439, 886 P.2d 209 (1994); *Maranatha Mining v. Pierce County*, 59 Wn. App. 795, 805, 801 P.2d. 985 (1990); *Woodcrest Investments v. Skagit County*, 39 Wn. App. 622, 628, 694 P.2d 705 (1985)] The evaluation of the *Lake Vista* application must, therefore, be based upon officially adopted City ordinances, plans and policies as well as legally accepted principles.
6. The role of a comprehensive plan in development review is different now than it was before enactment of GMA, Chapter 36.70A RCW, in 1990 and the Local Project Review Act, Chapter 36.70B RCW, in 1995. The Local Project Review Act establishes a mandatory “consistency” review for “project permits”, a term defined by the Act to include subdivisions. [RCW 36.70B.020(4)]
  - (1) Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review. The review of a proposed project’s consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan, under RCW 36.70B.040 shall incorporate the determinations under this section.
  - (2) During project review, a local government or any subsequent reviewing body shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project or, in the absence of applicable regulations the adopted comprehensive plan. At a minimum, such applicable regulations or plans shall be determinative of the:
    - (a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
    - (b) Density of residential development in urban growth areas; and
    - (c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

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[RCW 36.70B.030, emphasis added] Thus, state law holds that a comprehensive plan is applicable during project review only where development regulations have not been adopted to address a particular topic. The regulatory assumption is that plans set a framework for subsequent regulations which serve to control development actions.

7. The state Supreme Court has also addressed this issue. In *Citizens v. Mount Vernon* [133 Wn.2d 861, 947 P.2d 1208 (1997), *reconsideration denied*] the Court ruled that “[RCW 36.70B.030(1)] suggests ... a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise.” [at 873]

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

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

8. Another applicable general principal is that a developer cannot be required to correct existing problems. A developer can be required to mitigate impacts caused by a proposed development. A developer may also be required to mitigate those situations where the proposed development will exacerbate an existing problem. To be legally supportable, a mitigation requirement must have a rational nexus to a problem created or exacerbated by the proposed development and the amount of mitigation required must be roughly proportional to the impact caused by the development.
9. The neighbors must understand that state law, as implemented by City ordinances, establishes a two-step process for the review and development of land subdivisions. By definition, a preliminary plat is a “true and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, tracts, and other elements of a subdivision required by” City code. [SMC 19A.04.260; see also RCW 58.17.020(4) which also states that “The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.”] Thus a preliminary plat is “preliminary,” “approximate,” and “general.” Once preliminary approval has been granted, detailed engineering plans are developed and construction occurs, leading to the final plat stage where the subdivision is recorded so that lot sales may occur.

The best analogy for the process would be the design of a building. When a client asks an architect to design a new house, the client does not expect (nor would the client want to pay) the architect to initially produce a full-blown set of construction plans for the very first design. Sketches lead to rough drawings which, once the client has agreed on the size, arrangement, style, etc. of the building, lead to a set of extremely detailed working drawings. The client has no need to see piping layouts,

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wiring diagrams, roof framing plans, materials specifications, etc. when reviewing and approving the house layout. All of that detail comes later after the design has been agreed to.

The same is true with the land subdivision process. The preliminary subdivision process results in the approval of a design and layout for the development. That preliminary plan is then refined through the detailed engineering phase before actual construction begins.

In Washington State, the law provides that only the preliminary phase of the process is subject to public input through an open record hearing process. The subsequent engineering details are reviewed and approved administratively. The final plat is reviewed by the City Council in a closed record proceeding.

10. Finally, the neighbors must realize that the subdivision process in general and the preliminary subdivision process in particular do not regulate the size or value of future homes that will be built within the subdivision other than indirectly by setting the minimum size of each lot. Zoning regulations control property line setbacks, building height, lot coverage, etc. It is zoning that controls the maximum size of a house. It is the market that controls the value of the house.

### Specific Neighborhood Concerns

11. Like it or not, the reality is that the subject property has been designated and zoned for residential development at up to six dwelling units per acre since before Sammamish became a city in 1999. The City Council has done nothing in the intervening years to change that zoning. The land owner has a reasonable, legally protected expectation to be able to develop the subject property in accordance with the zoning and other development regulations which apply to the property. It is way too late now to seek to change the zoning to something of lesser density.

Also of note is the fact that the SE 8<sup>th</sup> Street neighborhood is far from homogeneous in terms of either lot size or home size. The Seilers's 1.4 acre lot is more than six times larger than many of the *Joy Luck/Ashton Woods* lots. The other lots adjacent to the Seilers are nearly as large. The homes in *Joy Luck/Ashton Woods* are large, but not as large as those in the Seilers's short plat. And finally, the *Joy Luck/Ashton Woods* homes are, by and large, snugly fitted onto their lots, evidencing minimum side and rear set backs, whereas the homes on the Seilers's short plat lots have very generous set backs. The neighborhood is already physically diverse.

12. Zoning a site for development at six dwelling units per acre necessarily implies a conversion of the site from wildlife habitat to human habitat. That trade-off is implicit in urban development. Sammamish is a city and its plans and regulations envision substantial areas of urban density development. The subject property is one such area. Sammamish's policies may speak to preservation of certain natural characteristics of the area, but implementation of those policies depends upon the regulations adopted by the City Council. The adopted tree retention and environmentally critical areas regulations serve to determine which parts of the city's landscape will be preserved from urban development and to what extent they will be preserved.

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13. The proposed yield (number of dwelling units) is one lot higher than “standard” due to two factors, only one of which is subject to the Examiner’s jurisdiction. The reduced right-of-way results in a larger net area, which in turn results in the possibility of additional density. The reduced right-of-way has been achieved through use of a “variation” as allowed under the PWS. The PWS clearly and unambiguously place authority for the approval of PWS variations under the City Engineer, not the Examiner. Therefore, the Examiner cannot affect that density factor.
14. Sterley’s inclusion of 10% of the environmentally critical area and its required buffer in the net area calculation is based upon the tree retention incentive of SMC 21A.35.220(2). The incentive contained in SMC 21A.35.220(2) may be awarded “subject to City review and approval”. Unlike PWS variations, this provision is within the Examiner’s jurisdiction when proposed as part of an application over which the Examiner has jurisdiction, such as a preliminary subdivision.<sup>16</sup>

That code section (relevant portions of which are quoted in Finding of Fact 14, above) allows subdivision developers to count “up to 10 percent” of the area of protected critical areas in the net area calculation if their proposal retains “35 percent or more of significant trees” outside critical areas and their buffers. Both elements of the formula contain sliding scale factors: 10% is the maximum incentive for saving at least 35% of significant trees. In *Lake Vista*, Sterley proposes to take the maximum credit by saving the minimum qualifying number of trees. That is not what the code envisions. If the City awards the maximum benefit for saving the minimum qualifying number, what incentive exists to encourage greater tree retention? The obvious answer is None.

On the other hand, if the incentive granted does not provide an applicant with at least one additional lot (one cannot have fractional lots for obvious reasons), then the incentive would fail: Why preserve more trees than minimally required if you aren’t going to gain any benefit in return? The obvious answer to this question is that there is no reason (unless you simply want to preserve trees).

Subsection 21A.35.220(2) SMC creates a sliding scale benefit: The more trees one saves over 35%, the more area may be counted in the net area calculation up to a maximum of 10%. In order for the incentive to work, a developer who saves the minimum should receive a minimum benefit of one additional lot. (If the benefit for minimum incentive preservation were zero, there would be no incentive to save 35% of significant trees.)

*Lake Vista* proposes to retain 35% of significant trees. That is 10% more trees than the basic standard requirement, but is also the minimum to qualify for the incentive. Instead of granting the full 10% incentive (in this case counting 9,562 SF of the critical areas as net area for density calculation purposes), it would be reasonable and wholly consistent with the concept established by the adopted code language to grant 10% of the maximum incentive or 1% (956 SF).

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<sup>16</sup> Interpretation of SMC 21A.35.220(2) is a matter of first impression.

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However, the maximum lot yield with a 1% incentive is still 17 – the same yield realized without application of any tree retention incentive. (241,528 SF gross site area – 24,329 SF right-of-way – 95,642 SF critical areas and buffers = 121,557 SF net area + 956 SF tree retention incentive = 122,513 SF adjusted net area ÷ 43,560 SF = 2.81 acres adjusted net area x 6 dwelling units per net acre = 16.86 dwelling units, which rounds up to 17 dwelling units) The full 10% incentive yields just barely a one lot incentive. (121,557 SF net area + 9,564 SF tree retention incentive = 131,121 SF adjusted net area ÷ 43,560 SF = 3.01 acres adjusted net area x 6 dwelling units per net acre = 18.06 dwelling units, which rounds down to 18 dwelling units)

In this particular case, the math is such that nearly the full 10% incentive must be awarded to achieve even the smallest gain in yield. The City gets 10% more significant trees saved and the developer gets slightly less than a 10% increase in yield. Since the SMC encourages tree retention by offering increased yield, the one lot increase is consistent with the code's philosophy.

15. Neither house size nor cost are regulated through the subdivision process.
16. The City has adopted drainage control regulations to implement whatever policies the comprehensive plan contains on that subject. Consideration of comprehensive plan drainage policies is, therefore, not permissible.

The area's geology results in perched water above the glacial till layer. Perched water may create seeps. In fact, the on-site wetland, located at the base of a short, but rather steep slope, may well have resulted from seeps. The 2009 KCSWDM factors perched water into its design requirements.

The evidence indicates that the Chamberlin drainage pipe is one of two outlets to Lake Sammamish for area drainage originating from east of East Lake Sammamish Parkway SE; the Chamberlin drainage pipe appears to be the primary outlet during much of the year. The Examiner has no authority to change that historical reality. Nor can the Examiner order Sterley to not allow his drainage to follow its natural course. On the other hand, Sterley has chosen to apply Level 3 Flow Control which means that the on-site detention system will be designed to replicate existing, undeveloped conditions.

The evidence demonstrates compliance with the adopted stormwater control regulations with respect to runoff generated on the subject property.

17. The City has adopted traffic impact regulations to implement whatever policies the comprehensive plan contains on that subject. Consideration of comprehensive plan traffic impact policies is, therefore, not permissible.
18. The volume of traffic on SE 8<sup>th</sup> Street is far below the street's theoretical capacity. The traffic counts were made during the summer, so it can be reasonably assumed that vehicles associated with the swimming lesson business were in the mix. (School buses were likely not in the mix, but seven buses

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in the morning and afternoon would add only 28 trips to the ADT total. And it is unclear from the record how many of those would actually occur during the peak traffic hour on the street system.)

The developer of *Lake Vista* cannot be required to install stop signs in neighboring subdivisions. If the neighbors want stop signs to better control their traffic within their subdivision(s), they should approach the City and ask for stop signs to be installed.

Regularly allowed parking along SE 8<sup>th</sup> Street is not a result of *Lake Vista*. *Lake Vista* cannot be conditioned on prohibition of such parking. If parking on SE 8<sup>th</sup> Street is creating a safety problem, then the neighbors should approach the City and ask for parking restrictions.

19. The City has adopted wildlife habitat regulations to implement whatever policies the comprehensive plan contains on that subject. Consideration of comprehensive plan wildlife habitat policies is, therefore, not permissible.
20. The bald eagle is a state-listed sensitive species. [WAC 232-12-011(2)] Therefore, the requirements of SMC 21A.50.325 apply. However, the testimony from the Department indicates that it doesn't really know how the Federal eagle permit restrictions are supposed to be applied. Further, the conditions suggested by the Department essentially quote only two of the numerous conditions of that permit. The Examiner concludes that it is preferable under the circumstances to replace the suggested conditions with a simple condition that incorporates the Federal eagle permit into the subdivision requirements.
21. The three McRae letters (Exhibits S-1.28a, S-1.28b, and S-3) raise the major issues that all other commenters raised, all of which have been discussed above. In addition, McRae raises a number of other assertions/concerns which deserve individual response.

In Exhibit S-1.28a he cites Comprehensive Plan Policy LU P-8.1 as a basis for requiring larger and fewer lots. But by its very language, that policy does not apply to development application review: "Development standards for residential neighborhoods should ...." (Emphasis added) The policy is expressly oriented towards the creation of development standards, not project review. Title 21A SMC contains the development standards that the City has developed to control land uses in the City. The evidence demonstrates compliance with applicable provisions of Title 21A SMC. (In Exhibit S-1.28b McRae acknowledges that Sterley has "the right to design to the maximum the regulations will allow....")

In Exhibit S-3 McRae asserts that the proposal is subject to compliance with RCW 36.70.680. That assertion is incorrect. Chapter 36.70 RCW, Planning Enabling Act, applies only to "a county or region", it does not apply to cities. Sammamish is incorporated under the authority of Title 35 RCW, Cities and Towns. [SMC 1.01.010] (Sammamish must comply with Chapters 36.70A RCW (Growth Management Act), 37.70B (Local Project Review Act), and 36.70C (Land Use Petition Act), but not Chapter 36.70 RCW.)

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He also asserts there will be a “lack of or minimal length of driveways” in the new subdivision. (Exhibit S-3 {list item 6}) That is factually incorrect. The zoning code requires a 20 foot setback between garages and the right-of-way in the R-6 zone. [SMC 21A.25.030(A)(7)] The proposed plat clearly reflects that requirement. (Exhibit S-1.2) There will be driveways and the opportunity to park in them on each lot (just as there presumably is in *Joy Luck* and *Ashton Woods*).

He objects to the sidewalk frontage improvement along East lake Sammamish Parkway SE as being “simply ignorant of the community around the development.” (Exhibit S-3 {list item 8}) The PWS establish standards for all new streets in Sammamish and for frontage improvements along existing streets. The standards for arterials require curb and gutter, planter strip, and sidewalk on both sides of the street. [PWS Table 1 and Figs. 01-01 – 01-03] That East Lake Sammamish Parkway SE was built before the City was incorporated and before the current standards were developed does not mean that new construction and new development should not meet the current standards. Further, SE 8<sup>th</sup> Street and the *Joy Luck/Ashton Woods* streets all include curb, gutter, and sidewalks. (Exhibit S-1.3)

### Required Conclusions

22. Section 20.10.200 SMC sets forth general requirements applicable to all Examiner decisions. The requirement to find compliance with the comprehensive plan is constrained by the legal principles set forth in preceding Conclusions of Law. The preponderance of the evidence indicates compliance with all applicable regulations.
23. Under SMC 20.10.220(1), the City is required to determine if “appropriate provisions” are present in the subdivision application for a whole host of topical areas. The courts, generally speaking, do not allow a municipality unbridled discretion in determining what is “appropriate”. Rather, courts generally hold that in order to preserve the substantive due process rights of all the parties, decisions must be based upon officially adopted ordinances and policies. Application of that concept to the items enumerated in SMC 20.10.220(1) leads to the position that “appropriate provisions” are present in any given topical area if the proposal meets the requirements of adopted law and policy relating to that area. Common sense must be used where there are no guiding adopted policies.
24. The preponderance of the evidence demonstrates compliance with all applicable regulations addressing the subjects listed in SMC 20.10.220(1). (See especially Findings of Fact 11 – 14, 16, 17, and 20 - 22, above.)
25. There must be some criteria by which to judge whether a proposed subdivision serves “the public health, safety, and general welfare” and furthers the “public use and interest”. The content of adopted City policies and regulations form reasonable criteria. *Lake Vista* meets all applicable review criteria. Therefore, it must also be concluded that it serves the public health, safety, and welfare and furthers the public use and interest.<sup>17</sup>

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<sup>17</sup> It would be illogical to conclude that a project which met every established standard of review was nevertheless contrary to public health, safety and welfare. If such were the case, then the adopted standards must be woefully deficient. Even

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26. Here, again, the preponderance of the evidence demonstrates compliance with all applicable regulations. Thus, it must be concluded that *Lake Vista* would serve the public health, safety, and general welfare and further the public use and interest.

### Recommended Conditions

27. The recommended conditions of approval as set forth in Exhibit S-1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
- A. A preliminary subdivision embodies the concept of approval of a specific development proposal: the preliminary plat. Preliminary subdivision evaluation is based upon the specific preliminary plat submitted by the applicant. It is appropriate, therefore, that the conditions of approval clearly identify the plat which is being approved. The Department recommendation as drafted does not do so. Exhibit S-1.2 constitutes the preliminary plat and supporting plans which should be approved. Reference to that exhibit will be incorporated into a new condition.
  - B. Recommended Conditions 16 and 17. As noted previously, these conditions will be merged and simplified to simply incorporate the Federal eagle permit conditions.
  - C. Conditions 30 – 45. The formatting of these conditions will be changed to clearly indicate which statements are to appear verbatim on the face of the final plat.
  - D. Recommended Condition 41. This condition will be changed to say what is actually meant.
  - E. Recommended Condition 46. This is not a condition that should appear on the face of the final plat for reasons noted previously. However, the Department has historically recommended a condition in the “General Conditions” section that alerted developers to the expiration date of the preliminary subdivision approval. Given the complexity of current state law regarding the approval period of preliminary subdivisions, including such a statement in the approval is, at the very least, helpful.
  - F. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1 – 6, 9 - 12, 19, 20, 24, 25, 30 - 32, and 43 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
28. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

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if some believe that the adopted standards are deficient, there is no basis in this case to conclude that compliance with those standards is not sufficient: the application is vested to the standards which existed when it was deemed complete regardless of any subsequent changes. New standards would apply to new applications but not to applications in process.

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### DECISION

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

Decision issued February 25, 2014.

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

John E. Galt  
Hearing Examiner

### HEARING PARTICIPANTS <sup>18</sup>

Luay Joudeh  
Rich Seiler  
Bruce Morehead  
Tom Nielsen  
Tawni Dalziel  
Mark Jacobs

Rob Garwood  
Ann Chamberlin  
Mohamed Jawad Khaki  
Heinz Maine  
Gordon Torrey

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<sup>18</sup> The official Parties of Record register is maintained by the City's Hearing Clerk.

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### **NOTICE of RIGHT of RECONSIDERATION**

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

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

### **NOTICE of RIGHT of JUDICIAL REVIEW**

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

<p>The following statement is provided pursuant to RCW 36.70B.130: “Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.”</p>
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### **CONDITIONS OF APPROVAL** ***LAKE VISTA*** **PLN2012-00046**

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

#### ***General Conditions:***

1. Exhibit S-1.2 is the approved preliminary plat (and supporting plans); PROVIDED that the east end of Tract C may be revised if required by the Sammamish Plateau Water and Sewer District and approved by Planning and Public Works. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS.10.050.K. All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.
3. The developer or subsequent owner(s) shall comply with the payment of street impact fees in accordance to Chapter 14A.15 SMC.
4. Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plator may file for an extension as permitted by code.

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

5. Unless otherwise approved by the City Engineer, all construction and upgrading of public and private roads shall be done in accordance with the PWS and the most currently published WSDOT Standard Specifications.
6. The internal plat road serving more than 4 dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191. The City Engineer has approved a modified pavement width of 28 feet, 50 foot ROW dedication, and "No Parking" on one side. The City Engineer may modify additional standards based on engineering judgment during final engineering review.
7. East Lake Sammamish Parkway SE is classified as a minor arterial. In accordance to PWS.15.110, half street frontage improvements consistent with PWS Table 1 and PWS Figure 01-02 are required with 3.5 feet of ROW dedication. Half-street grind and asphalt overlay may be required as part of the

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final engineering or inspection. Half-street improvements shall extend to the intersection of E Lake Sammamish Parkway SE and SE 8th Street, or as approved by the City Engineer.

8. SE 8<sup>th</sup> Street is classified as a local road. In accordance with PWS.15.110, half street frontage improvements and right-of-way dedication consistent with PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191 are required. Half-street grind and asphalt overlay may be required as part of the final engineering or inspection. Half-street improvements shall extend to the intersection of East Lake Sammamish Parkway SE and SE 8<sup>th</sup> Street, or as approved by the City Engineer.
9. Drainage plans, Technical Information Reports (TIRs), and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM) and the City of Sammamish Stormwater Management Comprehensive Plan.
10. Wetland hydrology shall be maintained consistent with the requirements of the 2009 KCSWDM. This may result in modifications to plat layout and the design of the stormwater system for the proposed project.
11. Joint use driveway in accordance with PWS.15.090 shall be used for access to Lots 17 and 18.
12. Private road standards in accordance with PWS.15.170 shall be used for access to Lots 4, 5, and 6.
13. The cul-de-sac shall be constructed in accordance with PWS.15.120 and Figure 02-33 and approved by the Fire Marshal. The Fire Marshal has approved the design of a 90 foot paved diameter cul-de-sac with rolled curbs, reinforced sidewalks and no parking signs in the cul-de-sac. The cul-de-sac shall include a minimum 6 foot wide public, non-motorized access easement connecting the cul-de-sac to East Lake Sammamish Parkway SE.
14. All new street construction for the plat shall include illumination pursuant to Article 5 of the PWS or as approved by the City Engineer. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.
15. Survey monuments shall comply with PWS.15.470.
16. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.
17. Prior to acceptance into the Maintenance and Defect period, project closeout documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.

## Exhibit 2

### HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

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18. The requirements of SMC 21A.50.325(3)(i) are met by compliance with the terms and conditions of U.S. Fish and Wildlife Service Permit MB14262B-1 (inadvertent eagle take permit), as now exists or as may hereafter be modified.
19. At the time of construction no retained trees will be allowed to be removed unless the applicant reduces the plat design by the number of lots that were received for the 35% tree retention amount the developer proposed.

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

20. 3.5 feet of the development frontage along East Lake Sammamish Parkway SE shall be dedicated as public right-of-way to the City. Construction on East Lake Sammamish Parkway SE shall be substantially completed or bonded for as approved by the City Engineer.
21. 5 feet of the development frontage along SE 8<sup>th</sup> Street shall be dedicated as public right-of-way to the City. This width may be adjusted during final engineering review based on approved improvements. Construction on SE 8<sup>th</sup> Street shall be substantially completed or bonded for as approved by the City Engineer.
22. The internal plat road plus the cul-de-sac shall be dedicated as public right-of-way to the City of Sammamish.
23. Joint use driveways shall be bonded for or constructed under the Site Development permit.
24. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County. Maintenance responsibilities shall be addressed in the Homeowners Association covenants and restrictions.
25. At a minimum, all stormwater facilities shall be constructed, online, and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond/vault. The final lift of asphalt may be bonded except as indicated.
26. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. The contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. "No Parking" signs shall be installed prior to final plat. "No Parking" signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.

## Exhibit 2

### HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

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27. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
28. All sensitive areas signs shall be installed.
29. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.
30. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.
31. Trees identified on the tree retention plan of the preliminary plat have been retained pursuant to the provisions of SMC 21A.35.210. All retained trees shall be clearly tagged with numbers corresponding to the tree retention plan on file with the City. All trees to be retained in groups will be placed in tracts or Tree Retention Easements (T.R.E), except for individual trees on individual lots. The developer shall record a copy of the tree retention plan as part of the final plat.
32. A pedestrian trail meeting all applicable standards of Chapter 21A.50 SMC shall be constructed from the SE 8<sup>th</sup> Street sidewalk across Tract D to and into Tract E.

#### ***Conditions to Appear on the Face of the Final Plat:***

33. The developer shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Chapter 14A.15 SMC.
34. If the stormwater vault is designed under a recreation tract, an easement shall be provided for City access, inspection, maintenance, replacement, and repair of stormwater facilities within the tract. Otherwise, the tract shall be dedicated to the City as a Stormwater Tract.
35. *“Maintenance of landscape strips along SE 8th Street, East Lake Sammamish Parkway SE, and the internal plat road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
36. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
37. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*
38. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*

## Exhibit 2

### HEARING EXAMINER DECISION

RE: PLN2012-00046 (*Lake Vista*)

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39. *“No lots shall have direct driveway access onto East Lake Sammamish Parkway SE or SE 8<sup>th</sup> Street.”*
40. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
41. *“For all lots which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation.”*
42. *“Unless directed to individual lot flow control BMPs, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline pursuant to the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.”*
43. *“Pursuant to City of Sammamish Municipal Code Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.”*
44. *“Homes shall be limited to 3600 square feet or shall be sprinklered unless fire flow equal to or greater than 1,750 GPM can be certified by the Sammamish Plateau Water and Sewer District.”*
45. *“Lots 2-18 are subject to the park impact fees in effect at the time of building permit issuance.”*
46. *“Pursuant to SMC 21A.105, fifty percent of the school impact fees will be paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on Lots 2-18.”*
47. *“Retained trees subject to the tree protection standards of SMC 21A.35.230 have been tagged consistent with an approved tree retention plan. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”*
48. *“Development of this plat was subject to the terms and conditions of an Eagle Management Plan approved by the U.S. Department of Fish and Wildlife. (Permit Number MB14262B-1) Questions about the continuing applicability of that permit should be directed to the issuing Federal agency.”*

Exhibit 3

Lake Vista

Hearing Examiner's Condition	Applicant Response	Comments
<p>1.Exhibit S-1.2 is the approved preliminary plat (and supporting plans); PROVIDED that the east end of Tract C may be revised if required by the Sammamish Plateau Water and Sewer District and approved by Planning and Public Works. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.</p>	<p><i>There have been no revisions to the approved preliminary plat</i></p>	
<p>2.For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS.10.050.K. All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.</p>	<p><i>This condition was met by the developer upon the completion of construction of the site improvements as shown on the approved construction plans.</i></p>	
<p>3.The developer or subsequent owner(s) shall comply with the payment of street impact fees in accordance to Chapter 14A.15 SMC.</p>	<p><i>The developer paid 30% of the required fee on July 14, 2015, the remaining balance shall be paid at the time of building permit issuance. Lot 1 shall receive the credit for one existing parcel. A note to this affect has been included on the the final plat, see notes and restrictions No. 6 on sheet 2.</i></p>	
<p>4.Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plator may file for an extension as permitted by code.</p>	<p><i>The preliminary plat was approved February 25, 2014, and expires February 25, 2021. The plat will be recorded in 2015.</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p><b>Prior to Final Construction Approval:</b></p>		
<p>5.Unless otherwise approved by the City Engineer, all construction and upgrading of public and private roads shall be done in accordance with the PWS and the most currently published WSDOT Standard Specifications.</p>	<p><i>The applicant was issued a site development permit under permit number SDP2014-00521 which was approved by Public Works. This work has been inspected and approved by the City's construction inspector.</i></p>	
<p>6.The internal plat road serving more than 4 dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191. The City Engineer has approved a modified pavement width of 28 feet, 50 foot ROW dedication, and "No Parking" on one side. The City Engineer may modify additional standards based on engineering judgment during final engineering review.</p>	<p><i>This condition shall be met by the completion of construction of the site improvements as shown on the approved construction plans SDP2014-00521 Engineering plans were approved August 8, 2014.</i></p>	
<p>7.East Lake Sammamish Parkway SE is classified as a minor arterial. In accordance to PWS.15.110, half street frontage improvements consistent with PWS Table 1 and PWS Figure 01-02 are required with 3.5 feet of ROW dedication. Half-street grind and asphalt overlay may be required as part of the final engineering or inspection. Half-street improvements shall extend to the intersection of E Lake Sammamish Parkway SE and SE 8th Street, or as approved by the City Engineer.</p>	<p><i>This condition was met by the completion of construction of the site improvements as shown on the approved construction plans SDP2014-00521. The required right of way dedication will be provided upon recording of the final plat.</i></p>	
<p>8.SE 8th Street is classified as a local road. In accordance with PWS.15.110, half street frontage improvements and right-of-way dedication consistent with PWS Table 1, PWS Figure 01-05, and City Ordinance 2005-191 are required. Half-street grind and asphalt overlay may be required as part of the final engineering or inspection. Half-street improvements shall extend to the intersection of East Lake Sammamish Parkway SE and SE 8th Street, or as approved by the City Engineer.</p>	<p><i>This condition has been met by the completion of construction of the site improvements as shown on the approved construction plans SDP2014-00521. The required right of way dedication has been provided for on the final plat.</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p>9. Drainage plans, Technical Information Reports (TIRs), and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM) and the City of Sammamish Stormwater Management Comprehensive Plan.</p>	<p><i>The approved construction plans SDP2015-00521 were approved and issued.</i></p>	
<p>10. Wetland hydrology shall be maintained consistent with the requirements of the 2009 KCSWDM. This may result in modifications to plat layout and the design of the stormwater system for the proposed project.</p>	<p><i>The approved construction plans SDP2015-00521 were approved and issued.</i></p>	
<p>11. Joint use driveway in accordance with PWS.15.090 shall be used for access to Lots 17 and 18.</p>	<p><i>The approved construction plans SDP2015-00521 were approved and issued.</i></p>	
<p>12. Private road standards in accordance with PWS.15.170 shall be used for access to Lots 4, 5, and 6.</p>	<p><i>The approved construction plans SDP2015-00521 were approved and issued.</i></p>	
<p>13. The cul-de-sac shall be constructed in accordance with PWS.15.120 and Figure 02-33 and approved by the Fire Marshal. The Fire Marshal has approved the design of a 90 foot paved diameter cul-de-sac with rolled curbs, reinforced sidewalks and no parking signs in the cul-de-sac. The cul-de-sac shall include a minimum 6 foot wide public, non-motorized access easement connecting the cul-de-sac to East Lake Sammamish Parkway SE.</p>	<p><i>This condition was met by the completion of construction of the site improvements as approved under SDP2015-00521 as shown on the approved construction plans. The required non-motorized access easement has been provided for on the final plat, see easement note 8, sheet 2 of the final plat.</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p>14. All new street construction for the plat shall include illumination pursuant to Article 5 of the PWS or as approved by the City Engineer. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.</p>	<p><i>This condition has been met by the completion and inspection of construction of the site improvements as shown on the approved construction plans SDP2014-00521. The maintenance responsibilities has been assigned to the homeowners association, see Notes and Restrictions No. 9, sheet 2 of the final plat.</i></p>	
<p>15. Survey monuments shall comply with PWS.15.470.</p>	<p><i>City of Sammamish Public Works Department will be contacted to initiate this process.</i></p>	
<p>16. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televisioned for inspection.</p>	<p><i>This condition has been met by the final inspection of the plat by the City's Construction Inspector and the filing of an M and D bond.</i></p>	
<p>17. Prior to acceptance into the Maintenance and Defect period, project closeout documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.</p>	<p><i>This condition has been met by the final inspection of the plat by the City's Construction Inspector and the filing of an M and D bond. Asbuilts and final corrected TIR will be submitted upon completion.</i></p>	
<p>18. The requirements of SMC 21A.50.325(3)(i) are met by compliance with the terms and conditions of U.S. Fish and Wildlife Service Permit MB14262B-1 (inadvertent eagle take permit), as now exists or as may hereafter be modified.</p>	<p><i>This was a condition of the site development permit SDP2014-00521. See notes and restrictions #19.</i></p>	
<p>19. At the time of construction no retained trees will be allowed to be removed unless the applicant reduces the plat design by the number of lots that were received for the 35% tree retention amount the developer proposed.</p>	<p><i>No retained trees were removed during construction. See Sheet 8 of 8.</i></p>	

Exhibit 3

Hearing Examiner's Condition	<i>Applicant Response</i>	Comments
<b>Prior to or Concurrent with Final Plat Approval:</b>		
<p>20. 3.5 feet of the development frontage along East Lake Sammamish Parkway SE shall be dedicated as public right-of-way to the City. Construction on East Lake Sammamish Parkway SE shall be substantially completed or bonded for as approved by the City Engineer.</p>	<p><i>The required right of way dedication has been provided for on the final plat. See Note on Sheet 1 of 8. The frontage improvements were constructed and bonded for.</i></p>	
<p>21. 5 feet of the development frontage along SE 8th Street shall be dedicated as public right-of-way to the City. This width may be adjusted during final engineering review based on approved improvements. Construction on SE 8th Street shall be substantially completed or bonded for as approved by the City Engineer.</p>	<p><i>The required right of way dedication has been provided for on the final plat. See Note on Sheet 1 of 8. The frontage improvements were constructed and bonded for.</i></p>	
<p>22. The internal plat road plus the cul-de-sac shall be dedicated as public right-of-way to the City of Sammamish.</p>	<p><i>The required right of way dedication has been provided for on the final plat. See Note on Sheet 1 of 8. The frontage improvements were constructed and bonded for.</i></p>	
<p>23. Joint use driveways shall be bonded for or constructed under the Site Development permit.</p>	<p><i>Construction of the site improvements as shown on the approved construction plans SDP2014-00521 were inspected and approved OR they have been bonded for.</i></p>	
<p>24. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County. Maintenance responsibilities shall be addressed in the Homeowners Association covenants and restrictions.</p>	<p><i>This condition will be met at the time of recording of the final plat.</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p>25. At a minimum, all stormwater facilities shall be constructed, online, and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond/vault. The final lift of asphalt may be bonded except as indicated.</p>	<p><i>The completion of construction of the site improvements as shown on the approved construction plans SDP2014-00521 have been inspected and approved by the City's Construction Inspector. The final lift of asphalt has been bonded for.</i></p>	
<p>26. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. The contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. "No Parking" signs shall be installed prior to final plat. "No Parking" signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.</p>	<p><i>The City of Sammamish Public Works Department Inspector has inspected and approved the installed signage.</i></p>	
<p>27. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.</p>	<p><i>All storm drain facilities and conveyance lines have been staked by DR Strong Consulting Engineers survey crews.</i></p>	
<p>28. All sensitive areas signs shall be installed.</p>	<p><i>This signs were installed</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
29. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.	<i>This condition was met by the completion of construction as shown on the approved engineering plans SDP2014-00521.</i>	
30. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.	<i>Noted. The bond for \$330,295.40 was approved and posted on July 14, 2015.</i>	
31. Trees identified on the tree retention plan of the preliminary plat have been retained pursuant to the provisions of SMC 21A.35.210. All retained trees shall be clearly tagged with numbers corresponding to the tree retention plan on file with the City. All trees to be retained in groups will be placed in tracts or Tree Retention Easements (T.R.E), except for individual trees on individual lots. The developer shall record a copy of the tree retention plan as part of the final plat.	<i>The retained trees have been tagged and the final plat includes the tree retention plan (See Sheet 8 of 8).</i>	
32. A pedestrian trail meeting all applicable standards of Chapter 21A.50 SMC shall be constructed from the SE 8th Street sidewalk across Tract D to and into Tract E.	<i>This condition was met by the completion of construction as shown on the approved engineering plans.</i>	
<b>Conditions to Appear on the Face of the Final Plat:</b>		
33. The developer shall include a note regarding the payment of all traffic impact fees on the subject site consistent with the provisions of the Chapter 14A.15 SMC.	<i>The required note has been included in the final plat, see Notes and Restrictions No. 6, sheet 2 of the final plat.</i>	
34. If the stormwater vault is designed under a recreation tract, an easement shall be provided for City access, inspection, maintenance, replacement, and repair of stormwater facilities within the tract. Otherwise, the tract shall be dedicated to the City as a Stormwater Tract.	<i>The required easement has been included in the final plat, see Notes and Restrictions No. 1, sheet 2 of the final plat. .</i>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p>35. <i>“Maintenance of landscape strips along SE 8th Street, East Lake Sammamish Parkway SE, and the internal plat road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”</i></p>	<p><i>The required note has been included in the final plat, see Notes and Restrictions No. 7, sheet 2 of the final plat.</i></p>	
<p>36. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.</p>	<p><i>See Impervious Surface Restriction, sheet 2 of the final plat.</i></p>	
<p>37. <i>“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”</i></p>	<p><i>The required note has been included in the final plat, see Notes and Restrictions No. 8, sheet 2 of the final plat.</i></p>	
<p>38. <i>“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”</i></p>	<p><i>The required note has been included in the final plat, see Notes and Restrictions No. 9, sheet 2 of the final plat.</i></p>	
<p>39. <i>“No lots shall have direct driveway access onto East Lake Sammamish Parkway SE or SE 8th Street.”</i></p>	<p><i>The required note has been included in the final plat, see Notes and Restrictions No. 10, sheet 2 of the final plat.</i></p>	
<p>40. <i>“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”</i></p>	<p><i>The required note has been included in the final plat, see Notes and Restrictions No. 11, sheet 2 of the final plat.</i></p>	

Exhibit 3

Hearing Examiner's Condition	Applicant Response	Comments
<p>41. "For all lots which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 12, sheet 2 of the final plat.</p>	
<p>42. "Unless directed to individual lot flow control BMPs, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline pursuant to the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 13, sheet 2 of the final plat.</p>	
<p>43. "Pursuant to City of Sammamish Municipal Code Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 14, sheet 2 of the final plat.</p>	
<p>44. "Homes shall be limited to 3600 square feet or shall be sprinklered unless fire flow equal to or greater than 1,750 GPM can be certified by the Sammamish Plateau Water and Sewer District."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 15, sheet 2 of the final plat.</p>	

Exhibit 3

<b>Hearing Examiner's Condition</b>	<b>Applicant Response</b>	<b>Comments</b>
<p>45. "Lots 2-18 are subject to the park impact fees in effect at the time of building permit issuance."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 16, sheet 2 of the final plat.</p>	
<p>46. "Pursuant to SMC 21A.105, fifty percent of the school impact fees will be paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on Lots 2-18."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 17, sheet 2 of the final plat.</p>	
<p>47. "Retained trees subject to the tree protection standards of SMC 21A.35.230 have been tagged consistent with an approved tree retention plan. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 17, sheet 2 of the final plat.</p>	
<p>48. "Development of this plat was subject to the terms and conditions of an Eagle Management Plan approved by the U.S. Department of Fish and Wildlife. (Permit Number MB14262B-1) Questions about the continuing applicability of that permit should be directed to the issuing Federal agency."</p>	<p>The required note has been included in the final plat, see Notes and Restrictions No. 19, sheet 2 of the final plat.</p>	

**LAKE VISTA ESTATES**  
 A PORTION OF GOVERNMENT LOT 4  
 (THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER),  
 SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.,  
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

**DEDICATION**

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

CENTEX HOMES,  
 A NEVADA GENERAL PARTNERSHIP

BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED \_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_

TITLE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

**LEGAL DESCRIPTION**

THE WEST 624 FEET OF THE SOUTH 416 FEET OF GOVERNMENT LOT 4, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT PORTION THEREOF IN THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY; AND EXCEPT RIGHTS OF WAY FOR COUNTY ROADS.

**UTILITY EASEMENT PROVISION**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10.0 FEET, AS SHOWN HEREON, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

**CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT**

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS 'PRIVATE', ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPLACING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

**APPROVALS**

EXAMINED, AND APPROVED PER SMC 19.A.16 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
 DIRECTOR COMMUNITY DEVELOPMENT  
 CITY OF SAMMAMISH

\_\_\_\_\_  
 CITY ENGINEER  
 CITY OF SAMMAMISH

\_\_\_\_\_  
 MAYOR  
 CITY OF SAMMAMISH

**KING COUNTY DEPARTMENT OF ASSESSMENT**

EXAMINED, AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.  
 KING COUNTY DEPARTMENT OF ASSESSMENTS

\_\_\_\_\_  
 KING COUNTY ASSESSOR

\_\_\_\_\_  
 DEPUTY KING COUNTY ASSESSOR  
 PARCEL NO. 3225069016

**FINANCE DIVISION CERTIFICATE**

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 MANAGER, KING COUNTY OFFICE OF FINANCE

\_\_\_\_\_  
 DEPUTY

**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT OF LAKE VISTA ESTATES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



\_\_\_\_\_  
 STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR  
 CERTIFICATE NO. 37555  
 D. R. STRONG CONSULTING ENGINEERS  
 620 7TH AVENUE  
 KIRKLAND, WASHINGTON 98033  
 PHONE: (425) 827-3063

**RECORDING CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF CENTEX HOMES, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_

RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

\_\_\_\_\_  
 MANAGER

\_\_\_\_\_  
 SUPERINTENDENT OF RECORDS

PROJECT NO. 14033



**D.R. STRONG**  
**CONSULTING ENGINEERS**

ENGINEERS PLANNERS SURVEYORS  
 620 7TH AVENUE KIRKLAND, WA 98033  
 O 425.827.3063 F 425.827.2423

www.drstrong.com

# LAKE VISTA ESTATES

A PORTION OF GOVERNMENT LOT 4  
(THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER),  
SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.,  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENT NOTES AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNERS(S) OF THE LAND HEREBY BENEFITED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

## EASEMENT NOTES

- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 2 IS FOR THE BENEFIT OF LOT 1 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1 AND 2 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 4 AND 5 IS FOR THE BENEFIT OF LOTS 4, 5 AND 6 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 4, 5 AND 6 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT BY 20 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT B IS FOR THE BENEFIT OF LOT 7 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOT 7 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 9 AND 10 IS FOR THE BENEFIT OF LOTS 8, 9, 10 AND 11 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 8, 9, 10 AND 11 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 13 IS FOR THE BENEFIT OF LOTS 12 AND 14 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12, 13 AND 14 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT C IS FOR THE BENEFIT OF LOT 15 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOT 15 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT.
- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, AND THEIR SUCCESSORS AND ASSIGNS, UNDER AND UPON THAT PORTION OF LOTS 6 THROUGH 10, AS SHOWN HEREON AS CITY OF SAMMAMISH RETAINING WALL EASEMENT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN A RETAINING WALL. TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THIS EASEMENT ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE CITY OF SAMMAMISH.
- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, AND THEIR SUCCESSORS AND ASSIGNS, UNDER AND UPON THE NORTHERLY 6.00 FEET OF LOT 6 AND THE NORTHERLY 6.00 FEET OF TRACT B, AS SHOWN HEREON AS NON-MOTORIZED PUBLIC ACCESS EASEMENT FOR PUBLIC NON-MOTORIZED ACCESS FACILITIES THE CITY OF SAMMAMISH IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE NON-MOTORIZED ACCESS FACILITIES.
- THE PRIVATE ENTRY MONUMENT EASEMENT SHOWN ON LOT 16 IS HEREBY RESERVED FOR AND GRANTED TO THE LAKE VISTA HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT FACILITIES WITHIN SAID EASEMENT.

## NOTES AND RESTRICTIONS

- TRACT A IS A PRIVATE STORM DRAINAGE AND RECREATION TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE LAKE VISTA HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT AND ANY RECREATION FACILITIES WITHIN SAID TRACT. SHOULD THE LAKE VISTA HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT AND FACILITIES, THE OWNERS OF LOTS 1 THROUGH 18 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND FACILITIES.
- A DRAINAGE EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR PUBLIC STORM DRAINAGE FACILITIES, ACCORDING TO THE CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT HEREON.
- TRACT B IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF LOTS 5 AND 6, INCLUSIVE. OWNERSHIP OF LOTS 5 AND 6, INCLUSIVE, SHALL INCLUDE AN EQUAL AND UNDIVIDED ONE-HALF INTEREST IN THE OWNERSHIP OF SAID TRACT B, WHICH INTEREST SHALL ATTACH TO SAID LOTS AND SHALL RUN WITH FUTURE CONVEYANCES THEREOF AND SHALL INCLUDE AN EQUAL AND UNDIVIDED ONE-HALF OBLIGATION IN THE MAINTENANCE RESPONSIBILITY FOR SAID TRACT B.
- TRACT C IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF LOTS 17 AND 18, INCLUSIVE. OWNERSHIP OF LOTS 17 AND 18, INCLUSIVE, SHALL INCLUDE AN EQUAL AND UNDIVIDED ONE-HALF INTEREST IN THE OWNERSHIP OF SAID TRACT C, WHICH INTEREST SHALL ATTACH TO SAID LOTS AND SHALL RUN WITH FUTURE CONVEYANCES THEREOF AND SHALL INCLUDE AN EQUAL AND UNDIVIDED ONE-HALF OBLIGATION IN THE MAINTENANCE RESPONSIBILITY FOR SAID TRACT C.
- TRACT D IS A SENSITIVE AREA TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE LAKE VISTA HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE LAKE VISTA HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 18 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- TRACT E IS AN OPEN SPACE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE LAKE VISTA HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE LAKE VISTA HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 18 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
- PER SECTION 14A.15.020 SMC AT THE TIME OF FINAL PLAT A MINIMUM OF 30% OF THE STREET IMPACT FEES MUST HAVE BEEN PAID PRIOR TO RECORDING. THE REMAINING 70% OF STREET IMPACT FEES WILL BE PAID AT TIME OF BUILDING PERMIT ISSUANCE FOR LOTS 2-18. CREDIT SHALL BE GIVEN FOR ONE EXISTING PARCEL. LOT 1 SHALL RECEIVE CREDIT.
- MAINTENANCE OF LANDSCAPE STRIPS ALONG SE 8TH STREET, EAST LAKE SAMMAMISH PARKWAY SE, AND THE INTERNAL PLAT ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
- ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
- MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE LAKE VISTA HOMEOWNERS ASSOCIATION.
- NO LOTS SHALL HAVE DIRECT DRIVEWAY ACCESS ONTO EAST LAKE SAMMAMISH PARKWAY SE OR SE 8TH STREET.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- FOR ALL LOTS WHICH CONTAIN OR ARE ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, THESE LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.
- UNLESS DIRECTED TO INDIVIDUAL LOT FLOW CONTROL BMPS, ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN SYSTEM AS SHOWN ON THE APPROVED PLAT SITE DEVELOPMENT PERMIT ON FILE WITH THE CITY OF SAMMAMISH. THE CONNECTION TO THE STORM SYSTEM SHALL BE THROUGH A PERFORATED TIGHTLINE PURSUANT TO THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL. THE APPROVED SITE DEVELOPMENT PERMIT SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.
- PURSUANT TO CITY OF SAMMAMISH MUNICIPAL CODE CHAPTER 13.15, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- HOMES SHALL BE LIMITED TO 3600 SQUARE FEET OR SHALL BE SPRINKLERED UNLESS FIRE FLOW EQUAL TO OR GREATER THAN 1,750 GPM CAN BE CERTIFIED BY THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT.
- LOTS 2-18 ARE SUBJECT TO THE PARK IMPACT FEES IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- PURSUANT TO SMC 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WILL BE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE ON LOTS 2-18.
- RETAINED TREES SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230 HAVE BEEN TAGGED CONSISTENT WITH AN APPROVED TREE RETENTION PLAN. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.
- DEVELOPMENT OF THIS PLAT WAS SUBJECT TO THE TERMS AND CONDITIONS OF AN EAGLE MANAGEMENT PLAN APPROVED BY THE U.S. DEPARTMENT OF FISH AND WILDLIFE. (PERMIT NUMBER MB14262B-1) QUESTIONS ABOUT THE CONTINUING APPLICABILITY OF THAT PERMIT SHOULD BE DIRECTED TO THE ISSUING FEDERAL AGENCY.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 629 TO 793 197TH AVENUE SE.
- THE LAKE VISTA HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE WASHINGTON SECRETARY OF STATE JUNE 18, 2015. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKE VISTA HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON.

## WATER AND SEWER EASEMENT PROVISION

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

THAT PORTION OF LOTS 1 THROUGH 18 AND TRACTS A, B, C, D, E, AND F HEREOF DESCRIBED AS FOLLOWS;

TRACT B, TRACT C,

THE EXTERIOR 10.00 FEET OF LOTS 1 THROUGH 18, TRACTS A, B, C, D AND E, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF 197TH AVENUE SE., AND SE. 8TH STREET, AS ESTABLISHED HEREBY;

THE NORTH 5.00 FEET OF LOT 4 EXCEPT THE EASTERLY 10.00 FEET THEREOF;

THE NORTH 5.00 FEET OF LOT 5;

THAT PORTION OF LOT 6 DESCRIBED AS FOLLOWS; BEGINNING AT THE MOST EAST NORTHEAST CORNER OF SAID LOT 6; THENCE N88°20'13"W ALONG THE NORTH LINE OF SAID LOT AND ITS WESTERLY PROLONGATION, 48.49 FEET; THENCE N63°45'07"W 9.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF EAST LAKE SAMMAMISH PARKWAY, AS ESTABLISHED BY SAID PLAT SAID POINT BEING ON THE ARC OF A 5695.08 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS S61°27'46"E; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°15'06" A DISTANCE OF 25.02 FEET THENCE S63°45'15"E 16.12 FEET; THENCE S88°20'13"E 18.32 FEET TO THE EAST LINE OF SAID LOT 6; THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG SAID EAST LINE; THENCE N01°39'47"E 5.00 FEET; THENCE S88°20'13"E 35.61 FEET THENCE N01°39'47"E 20.00 FEET TO THE POINT OF BEGINNING,

THE SOUTH 2.50 FEET OF LOT 14 EXCEPT THE WESTERLY 10.00 FEET THEREOF; THE NORTH 2.50 FEET OF LOT 15 EXCEPT THE WESTERLY 10.00 FEET THEREOF; THE NORTH 12.50 FEET OF THE WEST 26.6 FEET OF LOT 17, AS MEASURED FROM THE EAST LINE OF SAID TRACT C; AND THE SOUTH 12.50 FEET OF THE WEST 26.6 FEET OF LOT 18;

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

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACT B AND C, PRIVATE ACCESS TRACTS FOR INGRESS, EGRESS AND UTILITIES THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

## IMPERVIOUS SURFACE RESTRICTION

THE REDUCED IMPERVIOUS SURFACE CREDIT HAS BEEN IDENTIFIED AS A BMP TO SATISFY THE INDIVIDUAL LOT FLOW CONTROL BMP REQUIREMENTS IN THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL. TO MEET SAID REQUIREMENT, THE MAXIMUM ALLOWABLE IMPERVIOUS SURFACE FOR EACH LOT SHALL BE RESTRICTED TO THOSE MAXIMUM IMPERVIOUS SURFACES SHOWN BELOW.

LOT NO.	MAX. ALLOWABLE IMPERVIOUS AREA IN SQUARE FEET
1	2,366
2	2,366
3	2,500
4	3,437
5	3,308
6	3,028
7	3,150
8	2,436
9	2,412
10	2,659
11	2,367
12	2,484
13	3,420
14	2,472
15	2,366
16	2,447
17	2,858
18	2,379



**D.R. STRONG**  
CONSULTING ENGINEERS  
ENGINEERS PLANNERS SURVEYORS  
620 7TH AVENUE KIRKLAND, WA 98033  
O 425.827.3063 F 425.827.2423  
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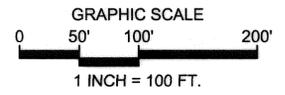


# LAKE VISTA ESTATES

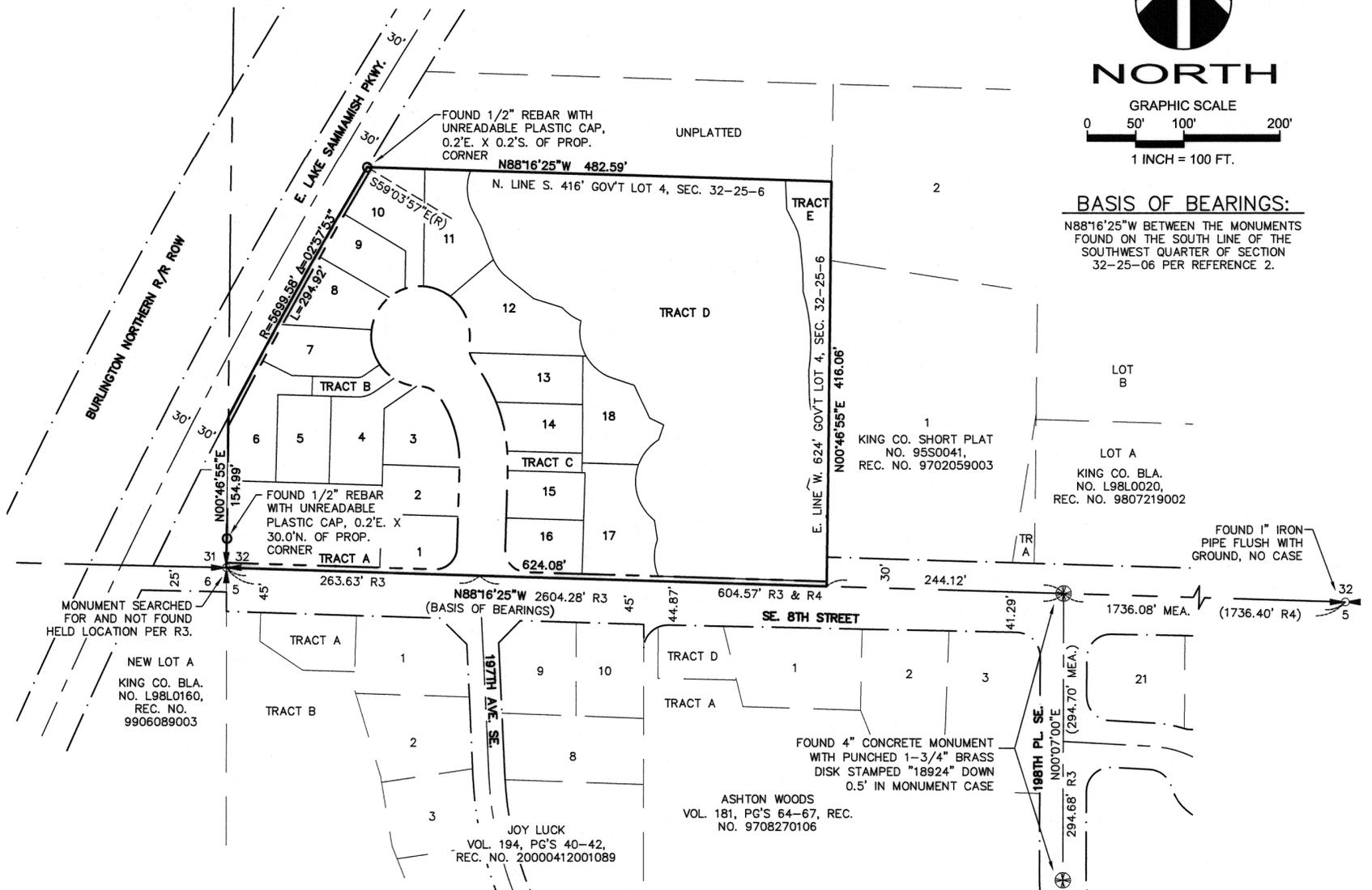
A PORTION OF GOVERNMENT LOT 4  
 (THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER),  
 SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.,  
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



**NORTH**



**BASIS OF BEARINGS:**  
 N88°16'25"W BETWEEN THE MONUMENTS  
 FOUND ON THE SOUTH LINE OF THE  
 SOUTHWEST QUARTER OF SECTION  
 32-25-06 PER REFERENCE 2.



**TITLE RESTRICTIONS**

1. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 20040414002865, 20041201000040 AND 20060126001770.
2. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20130917001994.
3. THIS SITE IS SUBJECT TO AN EASEMENT AND THE RIGHTS INCIDENTAL THERETO GRANTED TO PUGET SOUND ENERGY FOR ONE OR MORE UTILITY SYSTEMS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150129001492.

**REFERENCES**

- R1. RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 9802029008.
- R2. RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 9705069002.
- R3. THE PLAT OF JOY LUCK RECORDED IN VOLUME 194 OF PLATS, PAGES 40 THROUGH 42 UNDER RECORDING NUMBER 20000412001089.
- R4. THE PLAT OF ASHTON WOODS RECORDED IN VOLUME 181 OF PLATS, PAGES 64 THROUGH 67 UNDER RECORDING NUMBER 9708270106.
- R5. KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L98L0160, RECORDED UNDER RECORDING NUMBER 9906089003.

**SURVEYOR'S NOTES**

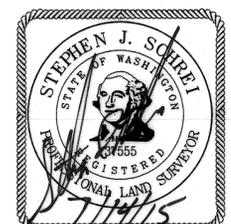
1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE SECOND UPDATE ORDER NUMBER 0027601-06 DATED JULY 2, 2015. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED CHICAGO TITLE INSURANCE COMPANY GUARANTEE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON CHICAGO TITLE INSURANCE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFOR D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JULY, 2012.
3. PROPERTY AREA = 241,528± SQUARE FEET (5.5447± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

**LEGEND**

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND CORNER MONUMENT AS NOTED



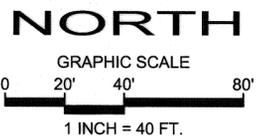
**D.R. STRONG**  
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 ENGINEERS PLANNERS SURVEYORS  
 620 7TH AVENUE KIRKLAND, WA 98033  
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# LAKE VISTA ESTATES

A PORTION OF GOVERNMENT LOT 4  
(THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER),  
SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.,  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO. VOL/PG



**BASIS OF BEARINGS**

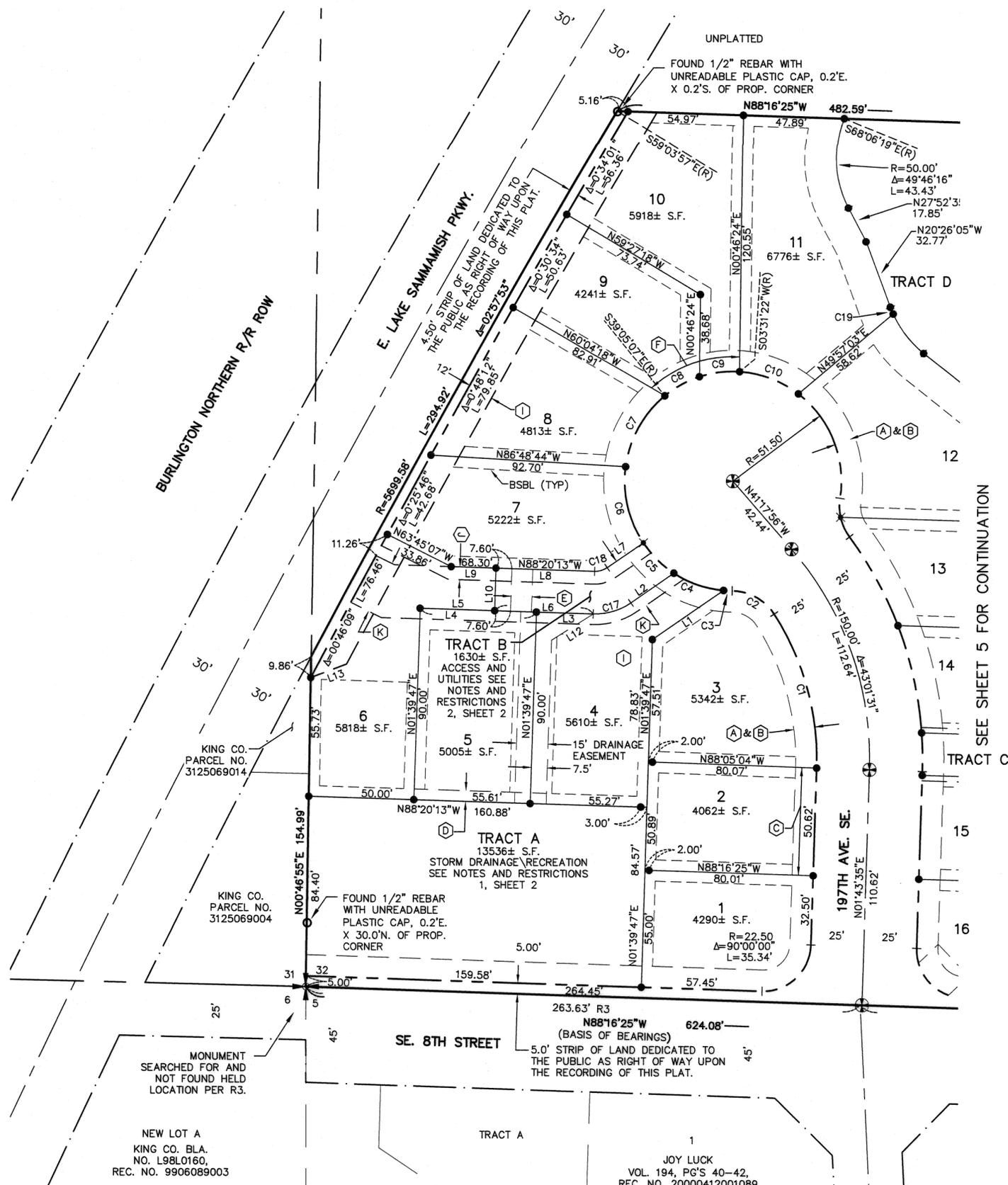
N88°16'25"W BETWEEN THE MONUMENTS FOUND ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32-25-06 PER REFERENCE 2.

**EASEMENT KEY**

- (A) 10 FOOT PUBLIC UTILITY EASEMENT SEE UTILITY EASEMENT PROVISION SHEET 1.
- (B) 10' SPWSD WATER AND SEWER EASEMENT SEE WATER AND SEWER EASEMENT PROVISION SHEET 2.
- (C) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE EASEMENT NOTE NO. 1, SHEET 2.
- (D) 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE EASEMENT NOTE NO. 2, SHEET 2.
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- (H) 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SEE EASEMENT NOTE NO. 6, SHEET 2.
- (I) CITY OF SAMMAMISH RETAINING WALL EASEMENT SEE EASEMENT NOTE NO. 7, SHEET 2.
- (J) 6 FOOT NON-MOTORIZED PUBLIC ACCESS EASEMENT SEE EASEMENT NOTE NO. 8, SHEET 2.
- (K) 25' SPWSD WATER AND SEWER EASEMENT SEE WATER AND SEWER EASEMENT PROVISION SHEET 2.
- (L) PRIVATE ENTRY MONUMENT EASEMENT SEE EASEMENT NOTE NO. 9, SHEET 2.

**LEGEND**

- ⊕ SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED 37555 IN MONUMENT CASE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "DRS 37555" AT CORNER OR ON LINE FROM CORNER AS INDICATED.
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555" AT CORNER OR ON LINE FROM CORNER AS INDICATED.
- ✱ SET TACK AND LEAD WITH 1" BRASS WASHER STAMPED "D.R.S. 37555"
- PDE PRIVATE STORM DRAIN EASEMENT
- BSBL BUILDING SETBACK LINE
- SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



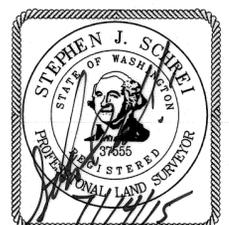
SEE SHEET 5 FOR CONTINUATION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	125.00'	34°58'47"	76.31'
C2	24.00'	56°34'47"	23.70'
C3	51.50'	04°31'29"	4.07'
C4	51.50'	28°06'27"	25.26'
C5	51.50'	22°51'07"	20.54'
C6	51.50'	41°47'53"	37.57'
C7	51.50'	43°27'56"	39.07'
C8	51.50'	21°04'30"	18.94'
C9	51.50'	21°31'59"	19.35'
C10	51.50'	33°36'18"	30.21'
C11	51.50'	61°42'28"	55.47'
C12	24.00'	21°22'23"	8.95'
C13	24.00'	24°17'28"	10.18'
C14	175.00'	15°38'12"	47.76'
C15	175.00'	16°57'40"	51.80'
C16	175.00'	05°57'26"	18.20'
C17	30.00'	36°00'43"	18.86'
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C27	22.50'	54°53'16"	21.55'

LINE	BEARING	DISTANCE
L1	N55°39'04"E	41.04'
L2	N55°39'04"E	24.79'
L3	N88°20'13"W	26.86'
L4	N88°20'13"W	55.61'
L5	N88°20'13"W	35.61'
L6	N88°20'13"W	46.86'
L7	N55°39'04"E(R)	20.75'
L8	N88°20'13"W	46.86'
L9	N88°20'13"W	21.44'
L10	N01°39'47"E	20.00'
L11	N01°39'47"E	10.00'
L12	N57°44'28"E	23.33'
L13	N69°14'53"E	18.16'
L14	N46°36'06"E	12.86'
L15	N43°23'54"W	20.74'
L16	N46°36'06"E	12.82'
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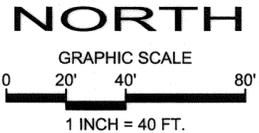


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RECORDING NO.

VOL/PAGE



**BASIS OF BEARINGS**

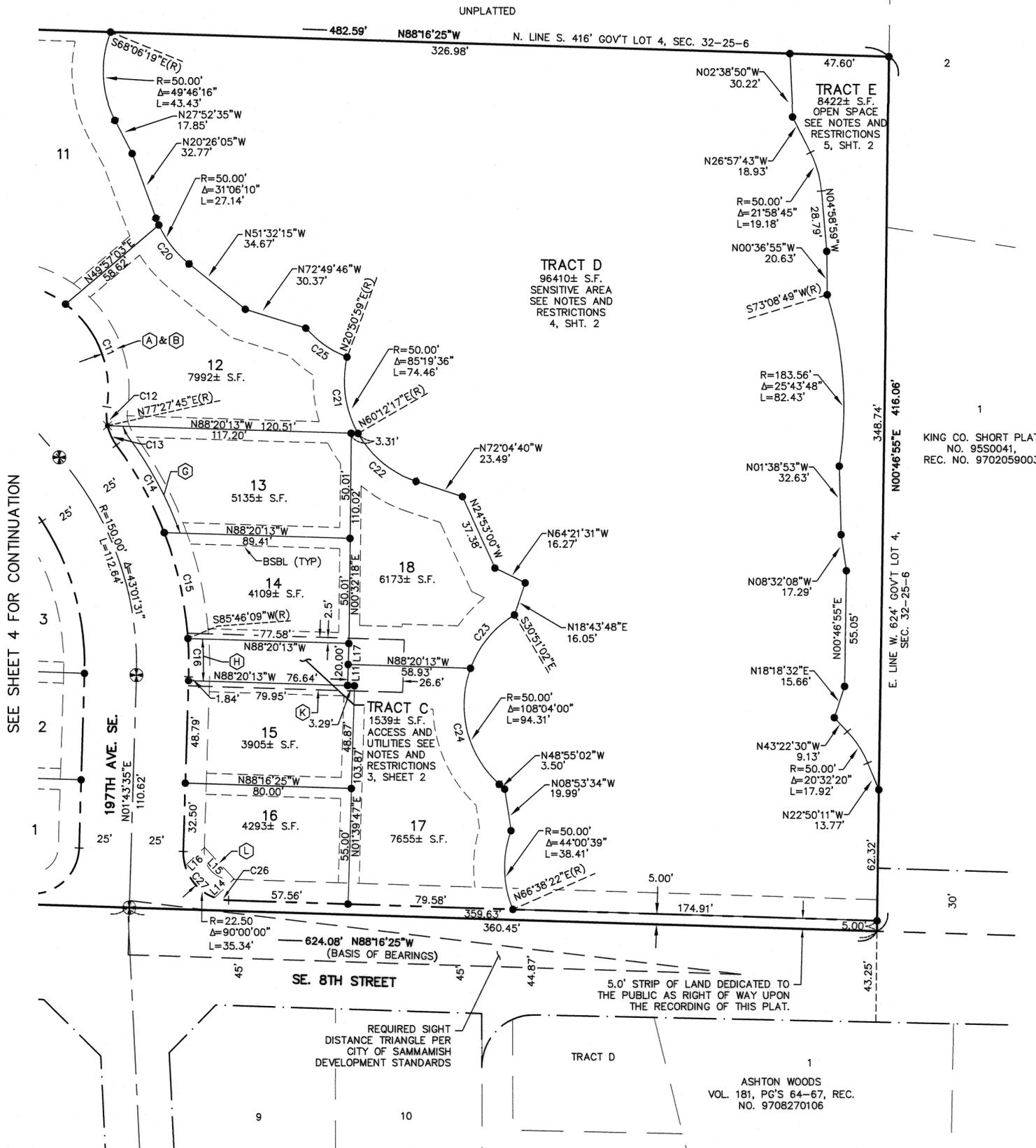
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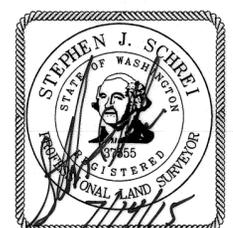


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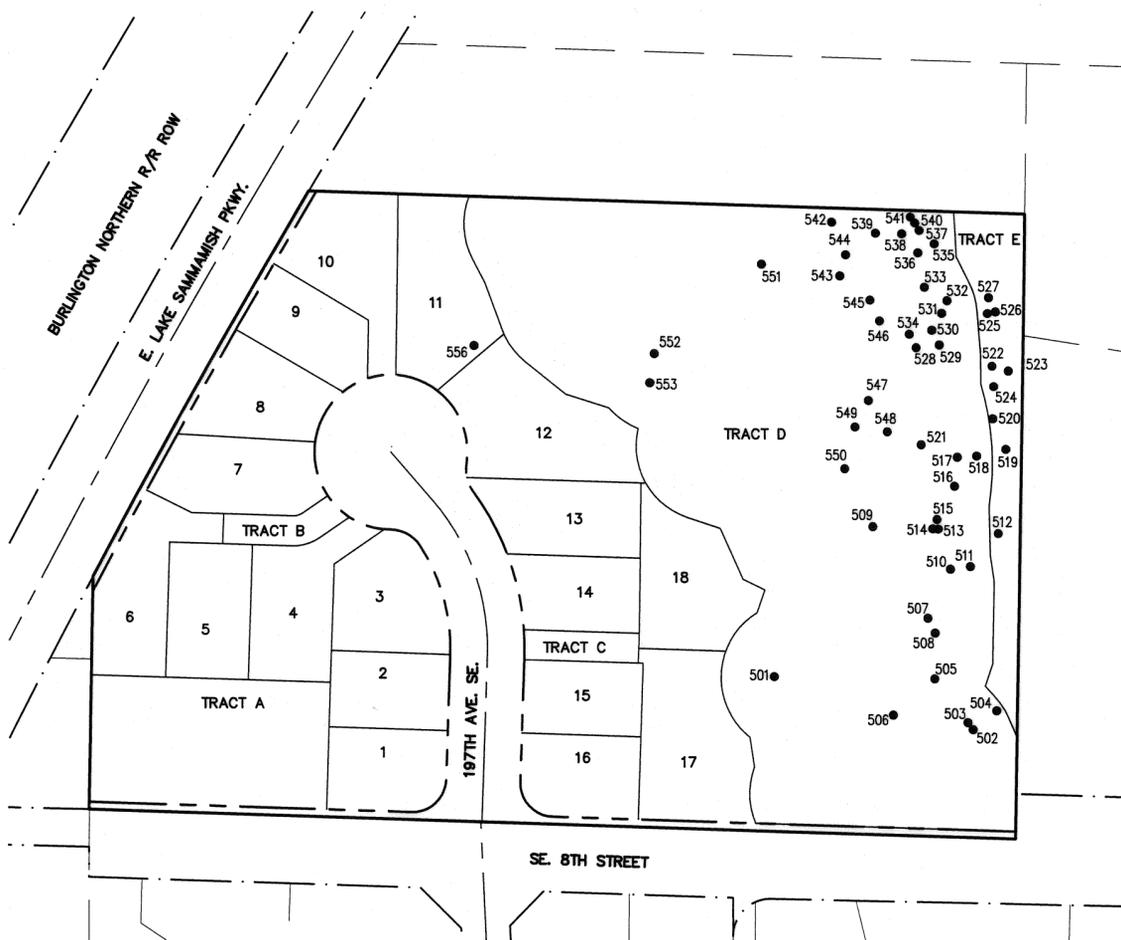
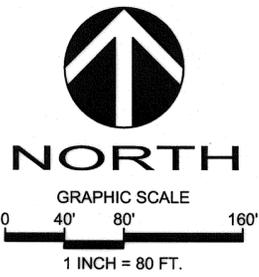


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# LAKE VISTA ESTATES

A PORTION OF GOVERNMENT LOT 4  
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 SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.,  
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



TREES TO BE RETAINED

TREE #	SPECIES	DSH (INCHES)	DSH (INCHES) OF MULTI STEM TREES
501	BLACK COTTONWOOD	17	
502	DOUGLAS-FIR	10.5	3.3, 4.5, 6.4, 8
503	BIGLEAF MAPLE		
504	BLACK COTTONWOOD		9, 12
505	DOUGLAS-FIR	41.5	
506	RED ALDER	12	
507	BIGLEAF MAPLE		5.4, 5.4, 6.1, 6.4
508	BIGLEAF MAPLE		7.3, 9
509	BLACK COTTONWOOD	15	
510	DOUGLAS-FIR	44	
511	DOUGLAS-FIR	33	
512	DOUGLAS-FIR		18, 24
513	DOUGLAS-FIR	25	
514	DOUGLAS-FIR	28	
515	DOUGLAS-FIR	23	
516	DOUGLAS-FIR	34	
517	DOUGLAS-FIR	21	
518	DOUGLAS-FIR	35	
519	DOUGLAS-FIR	20	
520	DOUGLAS-FIR	30	
521	DOUGLAS-FIR	32	
522	DOUGLAS-FIR	21	
523	DOUGLAS-FIR	19	
524	DOUGLAS-FIR	24	
525	DOUGLAS-FIR	24	
526	DOUGLAS-FIR	31	
527	DOUGLAS-FIR	31	
528	DOUGLAS-FIR	32	
529	DOUGLAS-FIR	25	
530	DOUGLAS-FIR	23	
531	DOUGLAS-FIR	24	
532	DOUGLAS-FIR	24	
533	DOUGLAS-FIR	17	
534	DOUGLAS-FIR	27	
535	DOUGLAS-FIR	48	
536	DOUGLAS-FIR	26	
537	DOUGLAS-FIR	24	
538	DOUGLAS-FIR	18	
539	DOUGLAS-FIR	28	
540	DOUGLAS-FIR	24	
541	DOUGLAS-FIR	28	
542	DOUGLAS-FIR	31	
543	RED ALDER	12	
544	RED ALDER	15	
545	RED ALDER	14	
546	RED ALDER	14	
547	RED ALDER	15	
548	RED ALDER	12	
549	RED ALDER	15	
550	RED ALDER	15	
551	RED ALDER	15	
552	RED ALDER	15	
553	RED ALDER	15	7, 15
556	DOUGLAS-FIR	8.2	

NOTES

1. EXISTING TREE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED BY THIS FIRM IN JULY, 2012. TREE SIZES AND SPECIES ARE BASED ON INFORMATION PROVIDED BY TREE SOLUTIONS INC. CONSULTING ARBORIST. DATED SEPTEMBER 25, 2012.

LEGEND

- EXISTING TREE TO BE SAVED SEE TABLE ABOVE
- DSH DIAMETER AT STANDARD HEIGHT

TREE RETENTION NOTE

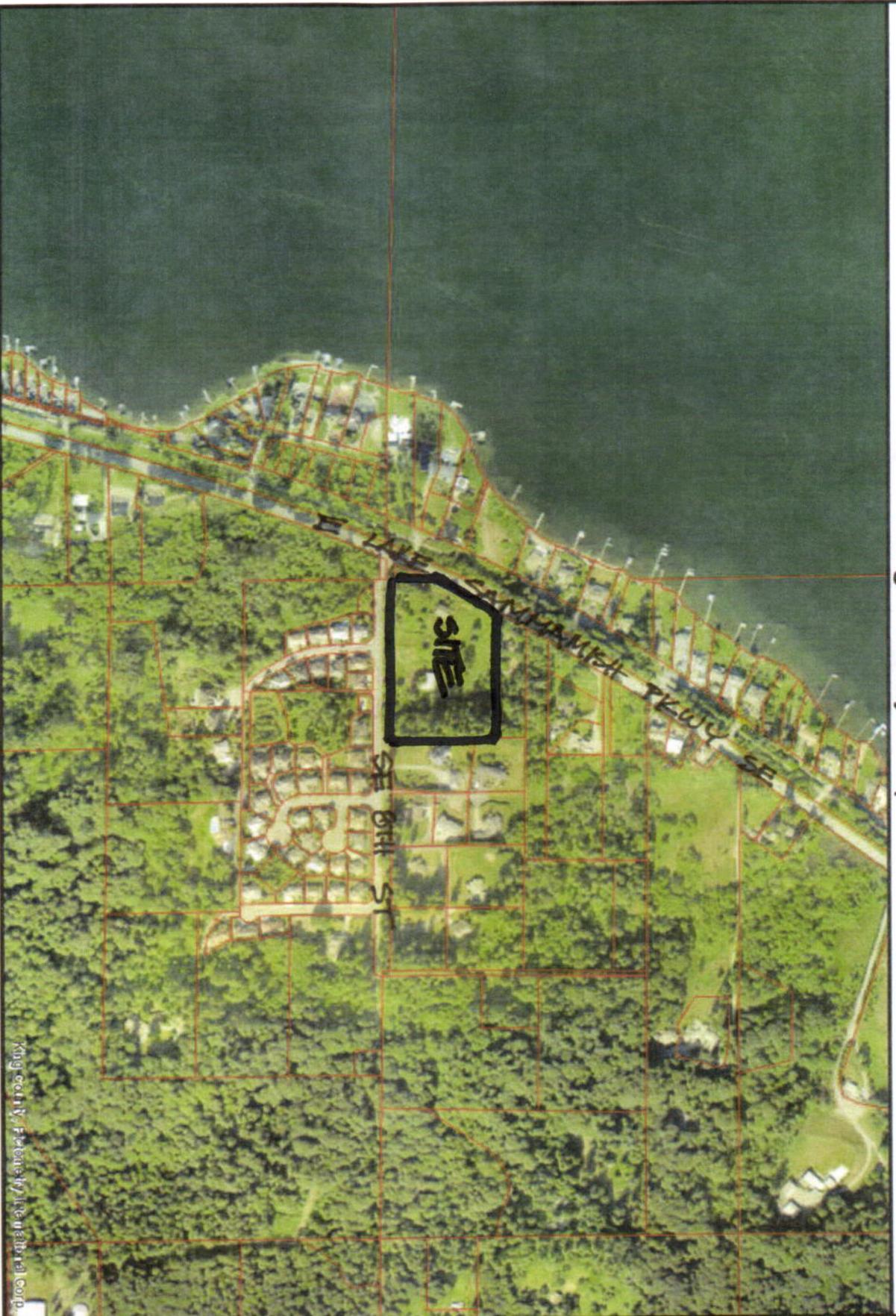
TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.



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# King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 7/16/2015

Notes:

LAKE VISTA  
ESTATES  
SUBDIVISION



King County  
GIS CENTER

King County, Federatedly Inc. National Corp.





**Meeting Date:** July 21, 2015

**Date Submitted:** 7/16/2015

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Resolution: Replacement, addition to Klahanie Annexation Transition Committee

**Action Required:** Pass resolution

**Exhibits:** 1. Draft Resolution

**Budget:** There is no impact on the budget

**Summary Statement:**

After the City Council passed a Resolution R2015-638 on July 7, 2016, establishing the Klahanie Annexation Transition Committee and approving its members, one of those members (Jan Christian) notified the City that she was moving away from Sammamish and wouldn't be able to serve on the Committee. Since this member was one of four representing the Klahanie Association, the City asked the association board to name a replacement. The Klahanie Association Board named Rob Young as the replacement.

Also, the Caliterra Homeowners' Association has offered one of its board members, Anand Gaddum, to be on the Transition Committee. Mr. Gaddum was put forward after the July 7, 2015, resolution was passed.

The attached resolution will add both Mr. Young and Mr. Gaddum to the Transition Committee.

Additionally, the resolution will allow filling future vacancies based upon recommendation from the Home Owners Association associated with vacancy.

**Background:**

After residents in the Klahanie-area annexation area voted in favor of annexation to Sammamish in the April 28, 2015, election, the idea of a Transition Committee was proposed. City staff were assigned the task of organizing the committee. Following discussions with senior City staff and Klahanie-area residents, staff suggested the following:

- That the homeowner’s association for Klahanie proper, with approximately 80 percent of the annexation area’s population, should have four representatives on the committee
- That the other, smaller HOAs within the annexation area should each have one representative
- That all resident representatives should be selected by their respective HOAs
- That a business owner from the annexation area should also serve on the committee

In further discussions with senior City staff and a number of Klahanie-area residents, there appeared to be a consensus that this would be a reasonable approach. Staff then proceeded with efforts to notify all the HOAs within the annexation area. In addition to emailing all known HOA contacts, staff visited neighborhoods, knocked on doors and tried to identify HOAs that weren’t present on the available HOA lists. Staff also put an item in the city newsletter asking all HOAs in the annexation area to contact the city if they wanted to be part of the transition committee. The city passed a resolution on July 7, 2015, establishing the Klahanie Annexation Transition Committee.

**Financial Impact:**

There is no impact to the budget.

**Recommended Motion:**

Pass the attached resolution, which makes two changes to the Transition Committee’s membership and setting forth a process for filling future vacancies to its membership going forward without requiring the City Council to pass a resolution or take any other action.

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

---

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAMMAMISH, WASHINGTON, FILLING VACANCIES ON THE  
KLAHANIE ANNEXATION TRANSITION COMMITTEE, AND  
PROVIDING FOR FILLING OF ANY FUTURE COMMITTEE  
VACANCIES WITHOUT FURTHER CITY COUNCIL ACTION**

WHEREAS, the City of Sammamish, Washington, on July 7, 2015, passed Resolution R2015-638 establishing the Klahanie Annexation Transition Committee; and

WHEREAS, one member of the Transition Committee has since informed the city that she is moving away from Sammamish and won't be able to take part in the Transition Committee; and

WHEREAS, the City asked the departing member's homeowners' association to name a replacement; and

WHEREAS, the Klahanie Homeowners' Association named Rob Young as the replacement; and

WHEREAS, the Caliterra neighborhood was previously unrepresented on the Transition Committee, and the Caliterra Homeowners' Association has offered Mr. Anand Gaddum to serve on the Transition Committee; and

WHEREAS, it would be more efficient for the Transition Committee to fill any future vacancies that may arise on the Transition Committee without further City Council action;

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

Section 1. The following Klahanie Annexation Area residents will be added to the Klahanie Transition Committee:

Rob Young	Klahanie Homeowners' Association
Anand Gaddum	Caliterra Homeowners' Association

Section 3. Membership. Any future vacancies that may arise on the Klahanie Annexation Transition Committee may be filled by recommendations from the Home Owners Association associated with the vacated position and without further City Council action.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
21st DAY OF JULY, 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: July 16, 2015

Passed by the City Council:

Resolution No.: R2015-\_\_\_\_

**Attachment A – Klahanie-Area Transition Committee Members**

Brent Marshall	Klahanie Association
Brian Garvey	Klahanie Association
Stephanie Page-Lester	Klahanie Association
Jan Christian	Klahanie Association (Replace by Rob Young)
Mike Foss	Brookshire Estates
Jay Sak	Brookshire Crest
John Gunn	Livingston
Ray Edmonds	Summer Meadows
Gerda Franc	Glenwood
Lorrie Schleg	Summer Pond
Jenny Bedell	Rainbow Lake
Julie Pai	Pine Lake Meadows
Leland Gordon	Jacob's Meadow
Dennis Helppie	Plateau Music
Anand Gaddum	Caliterra (additional HOA being represented)





**Meeting Date:** July 21, 2015

**Date Submitted:** 7/10/2015

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** Automated Fingerprint Identification System (AFIS) Interlocal Agreement (ILA)

**Action Required:** A motion authorizing the City Manager to sign the Automated Fingerprint Identification System (AFIS) Interlocal Agreement (ILA)

**Exhibits:** 1. Interlocal Agreement

**Budget:** N/A

**Summary Statement:**

King County has updated the Automated Fingerprint Identification System (AFIS) Interlocal Agreement to formalize how law enforcement agencies throughout King County use Livescan (inkless fingerprint capture stations) and Mobile ID devices (devices that allow officers to do an identification check in the field rather than bringing an individual back to the station for fingerprinting). These practices have been in place for a number of years (e.g. Livescan devices have been in use since 1999). The ILA before the Council today formalizes those practices in writing. The ILA also provides enhanced indemnification language to conform to the indemnification language in the police contract ILAs between King County and its contract cities, including the City of Sammamish.

**Background:**

The King County Automated Fingerprint Identification System (AFIS) is a countywide crime fighting tool that has been in place since 1986. AFIS's two primary purposes are to:

- Quickly identify arrested individuals, preventing the wrongful release of those using false names
- Identify crime scene fingerprints that aid in investigations and to provide evidence in court.

Police departments in all 39 cities in King County; the King County Sheriff's Office in unincorporated King County; and the police agencies affiliated with the Port of Seattle, the University of Washington, and Sound Transit, are part of the AFIS system. AFIS, which is managed by the King County Sheriff's Office, is supported entirely by a voter-approved property tax levy. The current levy period runs from 2013-2018.

Since its inception in 1986, AFIS has identified thousands of suspects, assisting in the apprehension of criminal suspects and confirming the identity of individuals who are detained or booked in jail.

The program relies on two key pieces of equipment to collect fingerprints – Livescan stations and Mobile ID devices.

**Livescan:** Livescan stations, which have been in use since 1999, are used to capture high-quality fingerprints and transmit them electronically to the AFIS database for fast identification. The information is immediately available for search in the local AFIS system and for transmittal to state and federal identification systems. Livescan is used by police agencies and correctional facilities. Positive identification of individuals prevents offenders from evading warrants, hiding criminal records, or from being held wrongfully for others' warrants. The data gathered through Livescan is also used to update state and federal systems so that courts, law enforcement and licensing agencies have access to the most current criminal history record information possible. Livescan stations are placed throughout King County, including one that is housed in the Sammamish Police Department holding cell.

**Mobile ID:** Beginning in 2011, AFIS began deploying Mobile ID devices on a limited pilot basis. Mobile ID devices allow officers to collect fingerprints and perform an AFIS search in the field using a handheld wireless device. The use of the Mobile ID devices allows the officer to make a quick and informed decision to book or to release an individual while remaining on patrol. Absent the Mobile ID devices, officers must bring suspects to locations with a Livescan station (i.e. the holding cell at the Sammamish Police Department) in order to collect fingerprints and conduct an AFIS search, requiring more officer time. The pilot has shown that use of the Mobile ID devices is effective.

The current 6-year AFIS levy (2013 – 2018) includes funding to expand the number of Mobile ID devices. The AFIS program intends to distribute 250 new Mobile ID devices to police agencies throughout the county as cities sign the interlocal agreements for their use. Once Sammamish signs the ILA, the City is slated to receive 5 Mobile ID devices for use by Sammamish police officers.

The Interlocal Agreement (ILA) currently before the Sammamish City Council formalizes the practices that are already in use for Livescan and Mobile ID devices. The ILA contains indemnification language that is compatible with the indemnification language in Sammamish's contract with the King County Sheriff's Office for police services in Sammamish.

**Financial Impact:**

Approving the ILA creates no financial impact to the City of Sammamish. The AFIS program is funded entirely by a dedicated, countywide, voter-approved property tax levy that is managed by King County.

**Recommended Motion:**

A motion authorizing the City Manager to sign the Interlocal Agreement with King County governing the Automated Fingerprint Identification System (AFIS) program.

**REVISED INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SAMMAMISH, WHICH CONTRACTS WITH  
THE SHERIFF'S OFFICE FOR POLICE SERVICES**

for use of

**ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT**

THIS AGREEMENT is entered into between King County ("County") and the city of Sammamish ("Agency"), which contracts with King County Sheriff's Office for police services. The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

**I. PURPOSE**

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

## II. CONTRACT ADMINISTRATION

- A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

## III. GENERAL TERMS AND CONDITIONS

- A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.
- B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.
- C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.
- D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.
- E. All FP Equipment shall be used exclusively for biometric purposes only.
- F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.
- G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.
- I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.
- J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.
- K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.
- L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

#### **IV. AGENCY LIAISONS AND TRAINING**

- A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.
- B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.
- C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.
- D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.
- E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

#### **V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT**

##### A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

##### B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
4. Electrical work external to the Agency's FP Equipment;
5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;

## Exhibit 1

7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;
  8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
  9. Cost of integrating any Agency system to the FP Equipment.
  10. Costs associated with moving FP Equipment.
  11. Costs associated with preventative cleaning of FP Equipment.
- C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
- D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.
- E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.
- F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.
- G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.
- H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.
- I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

## **VI. DURATION, TERMINATION AND AMENDMENT**

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article II., thirty (30) days advance written notice of the termination.
- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article II.,

terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.
- G. As described in Article III.K and L, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

## **VII. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.
- C. Each party shall protect, indemnify and save harmless the other party, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the other party's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the other party of work, services, materials or supplies by the other party's employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- D. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- E. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of this agreement. In the event that any such suit based upon such a claim, action, loss or damages is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- F. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Agency, its officers, agents, and employees, or any of them relating to or arising out of this agreement. In the event that any suit based upon such a claim, action, loss or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

G. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**VIII. CHOICE OF LAW AND VENUE**

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

**IX. DISPUTES**

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

**X. NO THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT**

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

**XII. ENTIRE AGREEMENT**

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

<b>KING COUNTY</b>  _____ NAME OF PERSON SIGNING	<b>AGENCY:</b>  _____ NAME OF AGENCY
---	---

Exhibit 1

TITLE OF PERSON SIGNING <hr/>	NAME OF PERSON SIGNING <hr/>
DATE SIGNED	TITLE OF PERSON SIGNING <hr/>
	DATE SIGNED

EXHIBITS:

- A: FP Equipment Requirements
- B: Biometric Handheld Fingerprint Identification Policy

**EXHIBIT A**

**FINGERPRINT EQUIPMENT  
REQUIREMENTS**

**I. LIVESCAN SPECIFIC REQUIREMENTS**

**A. Environmental**

The County shall provide an Uninterruptible Power Supply (“UPS”) to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

*Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.*

**B. Local Interfaces**

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

**C. Fingerprint, Palmprint and Arrest Record Transmission**

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency’s fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

## **II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS**

The Agency must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.
- B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

## **III. QUALITY CONTROL**

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

## **IV. NETWORKING**

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox ([AFISITHelp@kingcounty.gov](mailto:AFISITHelp@kingcounty.gov)).

## **V. SECURITY**

### **A. Roles and Responsibilities**

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

### **B. Monitoring**

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

### **C. Physical Security**

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

**EXHIBIT B**



**BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY  
King County Regional Automated Fingerprint Identification System (AFIS)**

**I. PURPOSE**

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

**II. PROGRAM**

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

**III. PROCEDURE**

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
- D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

## Exhibit 1



**Meeting Date:** July 21, 2015

**Date Submitted:** 7/14/2015

**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:** Bid Award - Lower Sammamish Commons Park: Trail Accessibility Improvements

**Action Required:** Authorize the City Manager to award and execute a contract with Spiritridge Construction, Inc. for construction of the Lower Sammamish Commons Trail Accessibility Improvement Project.

**Exhibits:**

1. Contract
2. Bid Tab
3. Project Graphic

**Budget:** \$132,000 is allocated in the 2015-16 Parks Capital Replacement Budget for the Trail Accessibility Project at the Lower Sammamish Commons Park.

**Summary Statement:**

This is a construction contract for accessibility improvements to the existing trail between the Upper and Lower Sammamish Commons. Work under this contract includes demolition, clearing, grading, drainage, earthwork, an asphalt pathway, dry stack retaining walls and site restoration.

The City advertised this project in early June and did not receive any bids. We spoke with several contractors after the fact and they indicated that the project did not attract a lot of interest due to the timing of the project, a shortage of skilled workers and a very competitive construction market. In response, staff repackaged the bid documents and re-advertised the project.

The design package for the trail improvement project was re-advertised to contractors from the Small Works Roster on June 30, 2015. Bids were due on July 13, 2015 and only one bid was received. Spiritridge Construction, Inc submitted a bid in the amount of \$119,920 + WSST, which is \$21,920 above the engineer's estimate of \$98,000. Staff performed a detailed reference check and Spiritridge comes highly recommended by several nearby jurisdictions. Additionally, staff reviewed all other qualifications and determined that Spiritridge Construction, Inc. is a responsive and a responsible bidder.

**Background:**

The trail between the Upper and Lower Sammamish Commons, although highly used, is not ADA accessible. The upper portion of the trail is currently closed due to construction of the Sammamish Community and Aquatic Center and this closure presents the ideal window of opportunity to complete improvements necessary to bring the last trail segment into ADA compliance. Once completed, the pedestrian route from the Upper to Lower Sammamish Commons will be completely ADA accessible. See the attached graphic for a site plan and section of the proposed trail improvements.

**Project Timeline:**

- Design and Permitting: February 2015 – June 2015
- Construction Documents and Bidding: June-July 2015
- Construction: August – September 2015

It is anticipated this construction work will take approximately 45 days to complete, concluding sometime in late September.

**Financial Impact:**

This project was identified in the 2015-16 Parks CIP as a Parks capital replacement project. \$200,000 is allocated annually in the Parks CIP replacement fund for projects of this nature. The budget for this project is \$132,000.

The total authorization amount requested for this contract is \$129,950 + WSST. This includes a total bid of \$119,950 + WSST and a construction contingency of \$10,000 to be administered by the City Manager.

**Recommended Motion:**

Authorize the City Manager to execute a contract with Spiritridge Construction, Inc. in the amount of \$119,950 + WSST for the Lower Sammamish Commons Trail Accessibility Improvement Project and authorize the City Manager to administer a \$10,000 construction contingency.

**LOWER SAMMAMISH COMMONS PARK:  
TRAIL ACCESSIBILITY IMPROVEMENTS**

**SMALL PUBLIC WORKS CONTRACT**

Between: Spiritridge Construction, Inc.  
Project: Lower Sammamish Commons Park: Trail Accessibility Improvements  
Commencing: July 21, 2015  
Terminating: December 31, 2015  
Amount: \$119,950 + WSST

**THIS CONTRACT**, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Spiritridge Construction, Inc., (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for the Lower Sammamish Commons Park: Trail Accessibility Improvements project and

**WHEREAS**, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

**WHEREAS**, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

**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, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, 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.

**LOWER SAMMAMISH COMMONS PARK:  
TRAIL ACCESSIBILITY IMPROVEMENTS**

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: one year 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.

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;

**LOWER SAMMAMISH COMMONS PARK:  
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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. Performance Bond/Prevailing Wages**

7.1 Performance Bond. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

7.2 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

**LOWER SAMMAMISH COMMONS PARK:  
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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.

**10. Termination.**

10.1 The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall promptly be submitted to the City

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**11. 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

**LOWER SAMMAMISH COMMONS PARK:  
TRAIL ACCESSIBILITY IMPROVEMENTS**

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."

**12. 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.

**13. 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.

**14. 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.

**15. 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.

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

**17. 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.

**18. 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.

**19. 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:

**LOWER SAMMAMISH COMMONS PARK:  
TRAIL ACCESSIBILITY IMPROVEMENTS**

**TO CITY:**

City of Sammamish, and

Contact Name: Kellye Hilde

Street Address: 801 228<sup>th</sup> Ave SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: khilde@sammamish.us

**TO CONTRACTOR:**

Contractor: Spiritridge Construction, Inc.

Contact Name: Randy Cowen

Street Address: 16220 SE 29<sup>th</sup> Place

City, State, Zip: Bellevue, WA 98008

Phone: 425-864-2512

Contact email: spiritridge@comcast.net

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

EXHIBIT A  
City of Sammamish

**SCOPE OF SERVICES**

Work under this contract will include, but not be limited to TESC, clearing, grading and drainage work, earthworks, installing an asphalt pathway, dry stack retaining walls and site restoration. The work to be performed shall include furnishing all labor, permits, materials and equipment necessary for the construction of the above referenced project, related appurtenances, and performing all work as required by the contract in accordance with the Contract Drawings, Specifications and Standard Specifications, Instruction to Bidders, and all contents of the Project Manual.

Exhibit 1

EXHIBIT B  
CITY OF SAMMAMISH  
801 228<sup>th</sup> 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:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Proprietor  | <input type="checkbox"/> Other (explain) | <input type="checkbox"/> Consultant |

TIN No.: 26-0321863

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

Print Name: Randy Cowan

Title: President

Business Name: Spiritridge Construction, Inc.

Business Address: 16220 SE 29<sup>th</sup> Place Bellevue, WA 98008

Business Phone: 425-864-2512

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)



**BID OPENING**  
 Parks and Recreation Department  
**Lower Sammamish Commons Park**  
**Trail Accessibility Improvements**  
 July 13, 2015 @ 1:00 PM

BIDDER	SIGNED PROPOSAL	RECEIPT OF ADDENDA	STATEMENT OF BIDDERS	BID BOND	RESPONSIBLE BIDDER CRITERIA	SCHEDULE A: BASE BID	SCHEDULE B: UNANTICIPATED UNSUITABLE MATERIAL	SCHEDULE C: UNANTICIPATED SELECT FILL	TOTAL
Spiritridge Construction, Inc.	X	X	X	X	X	\$116,950	\$1,500	\$1,500	\$119,950

**Engineers Estimate: \$98,000**  
 A contract will be awarded, if at all, based on the lowest responsible bidder for the **Total Bid Price** for all schedules. Bid alternative schedules may or may not be awarded.  
 Award date anticipated July 21, 2015.

## Exhibit 2



Existing Trail



Proposed Trail

Lower Sammamish Commons Park:  
Trail Accessibility Improvements Project





**Meeting Date:** July 21, 2015

**Date Submitted:** 7/14/2015

**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:** Bid Award Authorization for the Big Rock Park Phase I Project

**Action Required:** Authorize the City Manager to award and execute a contract for the construction of the Big Rock Park Phase I Project.

**Exhibits:** N/A

**Budget:** The 2015 Parks CIP Budget includes \$545,000 for the Big Rock Park Phase I project and \$126,500 for parks capital project contingencies.

**Summary Statement:**

On July 7, 2015, the City Council authorized the City Manager to reject a bid submitted by Zemek Construction Company, LLC for construction of the Big Rock Park Phase I project. The project was put out to bid again and bids are now due on August 4, 2015. The project is currently advertised in the Seattle Times and the Daily Journal of Commerce.

As the bid opening is scheduled to take place during the August recess, staff is requesting authorization from the City Council to award the contract in early August. This requested authorization will allow the City Manager to award the bid to the lowest responsible bidder.

It is anticipated this construction work will take approximately 90 days to complete, concluding sometime in November. As with all construction projects, it is our desire to take advantage of as much of the dry summer season as possible. We will gain approximately 3 to 4 additional weeks of the summer construction season by awarding this contract in August.

**Background:**

The Big Rock Park Phase I project includes demolition; clearing and grading; and, installation of a new asphalt parking lot with curb, gutters and stormwater facilities. The project also includes a flagstone park entrance and overlook; ADA accessible trails; stone walls; natural and manufactured play features; a sani-can enclosure; site furniture; buffer plantings; and meadow seeding and irrigation.

Big Rock Park (Site A) opened to the public in October 2011 after being transferred to the City as part of a phased land donation by Mary Pigott. Shortly after the “soft opening” of Big Rock Park, the Park Planning team began work on the master plan. Over a year of site reconnaissance, studies, an extensive public process, a public park naming contest, and concept development were incorporated into the preferred alternative for the Park which was adopted by the City Council in July 2014.

**Phase I Project Timeline:**

- Design and Permitting: December 2014 – March 2015
- Construction Documents and Bidding: April-June 2015
- Construction: August – November 2015

It is anticipated this construction work will take 3 months to complete, concluding sometime in mid-November.

**Financial Impact:**

The 2015 Parks CIP Budget includes \$545,000 for the Big Rock Park Phase I project and \$126,500 for parks capital project contingencies.

**Recommended Motion:**

Authorize the City Manager to award and execute a construction contract with the lowest responsive and responsible bidder for construction of the Big Rock Park Phase I Project and to administer a contingency not to exceed 10% of the construction costs.



# City Council Agenda Bill

**Meeting Date:** July 21, 2015

**Date Submitted:** 7/15/2015

**Originating Department:** Public Works

**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 checked="" type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** New Position: Project Engineer - Development Review

**Action Required:** Authorize a new position within the Public Works Department

**Exhibits:** N/A

**Budget:** No net impact to the budget as the cost for the Development Review Engineer position is fully supported by permit fees.

**Summary Statement:**

This authorization is for the addition of a second Project Engineer to perform development review services in the Public Works Department. This position is needed to support ongoing high levels of development review activity and to ensure permits are processed in a timely manner.

**Background:**

The Public Works Department's Engineering Division is a key player in the development review process. Development Review Engineers review land-use applications from the Planning Division, attend pre-application meetings, review clearing and grading permits, right-of-way permit applications, proposed drainage improvements by developers, and transportation and traffic impacts. Development review staff also participate in public hearings as requested.

The City currently has one Project Engineer dedicated to development review and contracts out another full-time equivalent for additional development review services. This staffing level is not sufficient to meet development review demand. A second Project Engineer dedicated to development review will ensure staffing resources are available to meet current and projected long-term development review needs.

**Financial Impact:**

The salary range for the position is Grade N \$69,572 to \$95,213 and this position receives full benefits. This position is supported by permitting fees. Subdivision preliminary review fees are anticipated to exceed budget once again in 2015. This trend is anticipated to continue through the next biennium.

**Recommended Motion:**

Authorize the City Manager to recruit and hire a Project Engineer for development review services.





**Meeting Date:** July 21, 2015

**Date Submitted:** July 14, 2015

**Originating Department:** Public Works

**Clearances:**

- |  |   |  |
|--|---|--|
| <input 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 type="checkbox"/> Finance & IT             | <input checked="" type="checkbox"/> Public Works       |

**Subject:** Purchase of two maintenance trucks related to the Klahanie annexation

**Action Required:** Authorize the City Manager to purchase two trucks needed to operate, maintain and repair publically-owned assets in the Klahanie annexation area.

**Exhibits:** N/A

**Budget:** The 2015-16 Budget accommodates the purchase of two maintenance trucks at an estimated cost of \$138,702.

**Summary Statement:**

This authorization is for the purchase of one medium duty maintenance truck (Ford F250) and one heavy duty utility truck (Ford F550), which will be used to provide maintenance services to the Klahanie Annexation area. Public Works is requesting authorization to order these trucks now due to an anticipated long lead time, which could be up to five months. The trucks will be purchased through Washington State Contracts. They will be 2016 models.

**Background:**

The November 30, 2014 Klahanie Fiscal Study provided a list of recommended equipment purchases, including new vehicles, necessary for staff to provide maintenance services to the Klahanie Annexation area. Purchase of these vehicles will allow the maintenance team to operate, maintain and respond to customer requests related to the publically-owned streets, stormwater facilities and park assets in the Klahanie annexation area.

**Financial Impact:**

Sufficient funding exists in the 2015-16 budget to cover the purchase of these maintenance vehicles. The cost of the vehicles will be evenly split between three funds - please refer to the table on the following page. Final payment will not be made until delivery is taken of these vehicles.

<b>Equipment</b>	<b>Total Cost</b>	<b>Street Fund</b>	<b>Surface Water Fund</b>	<b>General Fund (Parks)</b>
Ford F250 Truck	<b>\$37,730</b>	\$12,577	\$12,577	\$12,577
Ford F550 Utility Truck	<b>\$100,972</b>	\$33,657	\$33,657	\$33,657
<b>Total Est. Cost, including Tax</b>	<b>\$138,702</b>	<b>\$46,234</b>	<b>\$46,234</b>	<b>\$46,234</b>

**Recommended Motion:**

Authorize the City Manager to purchase one medium duty maintenance truck (Ford F250) and one heavy duty utility truck (Ford F550) through Washington State Contracts for an amount not-to-exceed \$138,702, including sales tax.



**Meeting Date:** July 21, 2015

**Date Submitted:** July 15, 2015

**Originating Department:** Public Works

**Clearances:**

- |  |   |  |
|--|---|--|
| <input checked="" 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:** Inglewood Hill Stormwater Trunkline and Non-motorized Improvement Project

**Action Required:** Authorize the City Manager to amend the consultant contract to include expanded scope of work

**Exhibits:** Supplemental Agreement scope of work

**Budget:** The 2015-16 Surface Water Capital Project Fund allocates \$1,850,000 for Inglewood Neighborhood Drainage projects.

**Summary Statement:**

Osborn Consultants is currently under contract for an amount not-to-exceed \$275,000, to provide engineering and consulting services for the Inglewood Hill Stormwater Trunkline and Non-motorized Improvement Project. The proposed supplemental agreement will provide an expanded scope of work and budget for Osborn Consultants to include additional geotechnical analysis and the design of a sand filter water quality treatment element. All provisions in the basic agreement will remain in effect except as expressly modified by this supplemental agreement.

**Background:**

Further refinement of the project design led to the need for walls (at a height greater than 4-ft) along NE Inglewood Hill Road. As a result, additional geotechnical analysis is needed for wall investigation, analysis and design. This extra study is especially important given the location of the walls along an arterial road and adjacent to single family residences, whose sole access is Inglewood Hill Road. The erosion hazards within the basin also warrant further analysis whenever fill and cut walls are proposed.

The original scope of work included the design of water quality treatment using proprietary technologies, such as Contech Stormfilters™, located intermittently along Inglewood Hill Road. An alternative sand filter option at the end of the trunkline was assumed to be infeasible since a proposed King County parking lot design (the location needed for the sand filter) was still preliminary. At this time, however, King County has further developed the parking lot design and it appears that a sand filter on King County property and on City owned right-of-way is possible.

Staff recommends additional funds be allocated to survey, site and design the sand filter water quality treatment element. We estimate that the construction of a sand filter vault will provide a savings of approximately \$100,000 as compared to construction of the Contech Stormfilter™ water treatment option. We also estimate a 10-year maintenance cost savings of approximately \$210,000. This is based on the need to replace 60 filter cartridges annually at a projected cost of \$350 per cartridge. Staff costs will also be reduced significantly as annual replacement of the filters is time-intensive. Maintenance of the sand filter is minimal and includes top of sand replacement and vault cleaning.

**Financial Impact:**

The approved 2015-16 Surface Water Capital Project Funds allocated \$1,850,000 for Inglewood Neighborhood Drainage Projects. The original contract with Osborn Consultants is for an amount not-to-exceed \$275,000. The supplemental agreement request is for \$62,510.38, bringing the total contract amount to \$337,510.38.

**Recommended Motion:**

Authorize the City Manager to sign a supplemental agreement with Osborn Consultants for an amount not to exceed \$62,510.38.

This scope of work amendment modifies the following work elements of contract C2014-128:

## **1. Survey and Easements**

### **1.5 – Boundary Survey**

Services include:

- Research and determine the right of way lines of Inglewood Hill Road from East Lake Sammamish to 212th Ave NE as available from public record information.
- Field set additional horizontal control.
- Add information to the topographic survey along Inglewood Hill Road and preparation of a Record of Survey to be recorded with the county. Fee includes recording fees.

**\$4,263.00 is added to the budget for this supplemental work.**

## **3. Geotechnical Analysis**

### **3.7 – Geotechnical Support at deep trenching locations**

This work is no longer needed and will be deducted from the scope of work. Locations of deep trenching have been eliminated by adjusting the proposed storm drain alignment and invert elevations.

### **3.8 – Additional Geotechnical Investigation and Analysis**

Sixty percent plans indicate a total of seven walls, geometric details are outlined below:

- WALL 1: Cut wall approximately 70 feet long with a maximum exposed height of about 10 feet.
- WALL 2: Cut wall approximately 220 feet long with a maximum exposed height of about 5 feet.
- WALL 3: Fill wall approximately 70 feet long with a maximum exposed height of about 9 feet.
- WALL 4: Fill wall approximately 130 feet long with a maximum exposed height of about 7 feet.
- WALL 5: Fill wall approximately 295 feet long with a maximum exposed height of about 7 feet.
- WALL 6: Fill wall approximately 145 feet long with a maximum exposed height of about 7 feet.
- WALL 7: Cut wall approximately 190 feet long with a maximum exposed height of about 7 feet.

### **Laboratory Testing and Boring Logs**

All of the soil samples recovered from field explorations will be returned to Aspect's laboratory for further examination and visual/manual soil classification. Selected samples will be submitted for geotechnical laboratory testing to characterize index and engineering properties. Such tests will include natural moisture content, grain size distribution, and Atterberg Limits (fine-grained soils). The boring logs will be updated and finalized with the laboratory test results.

### **Geotechnical Engineering Analyses**

Utilizing the results of field explorations and laboratory testing, Aspect will conduct geotechnical engineering analyses with respect to local and global wall stability, development of design earth pressures and foundation bearing capacities, and related parameters

**Geotechnical Design Memo**

Aspect will prepare a brief geotechnical design memo summarizing the results of the explorations and analyses, and providing design parameters and construction recommendations.

**Wall Design**

Aspect and OCI will collaborate to develop wall design plans and specifications for the three cut walls and four fill walls. It is anticipated that the cut walls will utilize modular concrete blocks of similar size and style to the existing wall on the south side of Inglewood Hill Road near East Lake Sammamish Parkway.

It is anticipated that fill walls which will be below the roadway and not visible to the traveling public will likely consist of “ecology block” or “UltraBlock” type gravity retaining walls. ADA design will be implemented (to the extent practical) for side walk ramps and driveway tie-ins and reviewed with wall locations. There are five (5) driveways and eleven (11) sidewalk ramps proposed along Inglewood Hill Road.

For each wall a plan sheet will be developed showing the wall in plan, elevation, and typical cross section view. OCI will provide drafting and plan preparation, with review and redline input provided by the Aspect geotechnical engineer and wall designer of record. Typical details will be used to the extent practical but separate details may be necessary due to varying site conditions. Wall profile and section views and design details will be incorporated into the PS&E package and be included in the following two submittals.

- 100% submittal
- Final (Bid set) submittal

**\$21,737.66 added to work element 3**

**7. Project Management**

Additional project management is needed for the additional scope of work described in this document.

**\$3,408.00 is added to the budget for this supplemental work.**

**9. Management Reserve – Contingency Item**

Additional contingency funds are added to this work element. Written authorization from the City of Sammamish is required to proceed with this work element.

**\$6,300 is added to Work Element 9.**

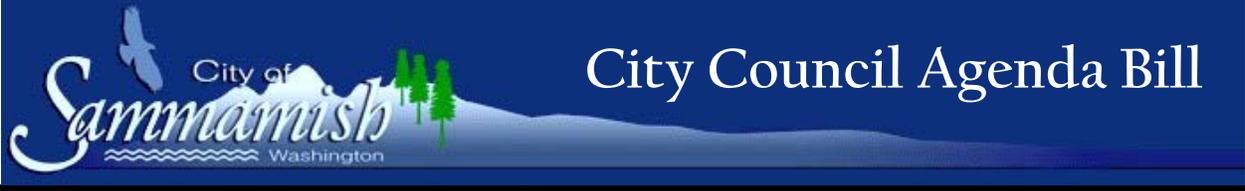
## 10. Sand Filter Design and PS&E – Contingency Item

The feasibility of a sand filter “end-of-pipe” water quality solution is being assessed under a separate task order. The assumptions below and the proposed cost estimate are based on conceptual level knowledge of the site and proposed design. The results of the feasibility assessment will better inform the final scope of work. Written authorization from the City of Sammamish is required to proceed with this work element. Current site/scope assumptions are listed below.

- Preparation of a map showing a topographic survey within the additional pre-identified area as parcel 357530UNKN. Maps will be produced at a 1”=20’ scale or as otherwise requested showing the existing conditions of the areas of proposed repair. This survey will be based on the City of Sammamish horizontal and vertical datum and both a paper drawing and a CAD drawing will be provided in Civil 3d or later version.
  - This drawing will depict:
    - Ground elevations within the parcel from East Lake Sammamish Parkway to the edge of Lake Sammamish including the location significant trees
    - Survey will include location of edge of the lake or Ordinary High Water flags, if predefined.
    - Location and elevation of the following infrastructure improvements:
      - Edge of asphalt, curbing, sidewalks and other surface improvements within the depicted areas and overlapping to meet with the previous survey.
      - Catch basins, culverts, sewer manholes, fire hydrants, valve boxes and other utilities which are observable from surface exploration on the property and within the subject areas and adjoining upstream and down stream structure if easily available
      - Trees 6’ caliper and greater with in the subject areas.
  - This Item Excludes: Resolution of physical encroachments and occupation that may be disclosed during the course of the field survey.
- The sand filter structure is anticipated to be approximately 20 feet wide and up to 140 feet long.
- Aspect will plan and conduct a geotechnical field exploration program at the proposed sand filter site. Geotechnical information is needed to evaluate temporary excavations and shoring, and permanent lateral earth pressures against the buried structure.
- Aspect will drill and sample two borings at the site, extending to a maximum depths of 20 feet below the ground surface. Geotechnical laboratory testing will be conducted to characterize engineering properties of the site.
- Geotechnical engineering analyses will be conducted to develop design and construction recommendations for the vault structure.
- Design and construction recommendations for the structure will be provided in either a stand-alone memo, or in the report for the outfall pipe structure.
- No additional critical areas delineation are permitting is necessary. The proposed sand filter will be covered by same shoreline permitting as the proposed conveyance.
- Sand Filter will be design in accordance with the King County SWM 2009.

- The contractor will be responsible for designing, furnishing and constructing the vault in accordance with the dimensions, loading requirements and design standards specified in the special provisions. Section 7-06, Sand Filter Vault from the East Lake Sammamish Parkway NE Inglewood Hill Road to NE 28<sup>th</sup> Pl. Roadway Improvements will be used as an example.
- Site grading will be necessary for vault placement. It is assumed that walls will not be necessary.
- 60%, 100%, and Final PS&E submittals. Up to three plan sheets may be necessary to convey the following information: TESC & Demo; Storm Plan and Profile (includes site grading); Vault profile, section, and details.
- Maintenance access will be via the King County parking lot located on the adjacent parcel. A separate maintenance access road will not be necessary.

**\$26.801.70 is added to Work Element 10**



**Meeting Date:** July 21, 2015

**Date Submitted:** July 16, 2015

**Originating Department:** Community Development

**Clearances:**

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

**Subject:** Adoption of the 2015 Comprehensive Plan

**Action Required:** Close public hearing and adopt ordinance

**Exhibits:** Ordinance  
2015 Comprehensive Plan Volumes 1 and 2 (available 7/20/2015 at this link:  
<https://www.sammamish.us/departments/communitydevelopment/ComprehensivePlan.aspx?Show=CCDraft2015CP>)

**Budget:** N/A

**Summary Statement:**

The City has been working on the 2015 Comprehensive Plan update since the spring of 2013. City Council has been reviewing the recommendations of the Planning Commission and discussing proposed amendments since early March. All proposed amendments discussed by the Committee of the Whole have been included in a clean version of the draft Comprehensive Plan. On July 21, City Council will complete the public hearing on the 2015 Comprehensive Plan update continued from July 7 and the second reading of the adopting ordinance.

**Background:**

The 2015 Comprehensive Plan update is intended to meet the Growth Management Act (GMA) requirement for periodic plan updates. It addresses local priorities as well as state and regional requirements. Examples include: updated population and job targets, land capacity inventory, sustainability strategy, annexation issues, critical areas, lake management, basin planning and drainage protection policies as well as shoreline policies, and other related policy issues. An early and continuous public involvement program was executed with the development of the draft Comprehensive Plan and numerous public comments were submitted throughout the process.

**Financial Impact:** N/A

**Recommended Motion:** Adopt ordinance.



**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2015 - \_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, REPEALING THE SAMMAMISH  
COMPREHENSIVE PLAN; ADOPTING THE 2015  
SAMMAMISH COMPREHENSIVE PLAN; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, the Sammamish City Council initially adopted the City's Comprehensive Plan on September 16, 2003, and has amended it cyclically thereafter; and

WHEREAS, pursuant to the schedule provided in RCW 36.70A.130, each Washington city and county must periodically review and, if needed, revise its Comprehensive Plan and development regulations to ensure that they comply with the Growth Management Act ("GMA"); and

WHEREAS, the City conducted a public scoping process to review its Comprehensive Plan, and on June 17, 2013, approved a scope of work for amendments, including revisions needed to comply with Chapter 36.70A RCW; and

WHEREAS, these revisions include a new Shoreline element, which element is consistent with the adopted City of Sammamish Shoreline Master Program; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Commerce on January 22, 2015, to allow for a 60-day review and comment period; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act ("SEPA"), and a SEPA threshold determination of non-significance and notice of adoption was issued on January 22, 2015, and sent to state agencies and interested parties; and

WHEREAS, consistent with RCW 36.70A.035, RCW 36.70A.130(2), and RCW 36.70A.140, the City established and broadly disseminated to the public a public participation program for the review and revision of its Comprehensive Plan; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities, including inviting public comment on the City's website from November 2013 through June 2015; at the City's Farmers' Market from September 2013 through September 2014; at the City library; in local store displays and at other City events

## Exhibit 1

occurring between October 2013 and December 2013, and between June 2014 and September 2014; at meetings of business groups and civic organizations from October 2013 through December 2013; at local middle schools and high schools; at a City Hall Youth Board meeting in December 2013, and at the Call to Artists between May 2014 and August 2014; and

WHEREAS, the City also held two public open houses on January 20, 2015, and on May 28, 2015; and

WHEREAS, the Planning Commission also considered the proposed amendments at over 30 open public meetings from September 2013 through February 2015, and which included public hearings held on January 22, 2015 and February 5, 2015; and

WHEREAS, on February 5, 2015, the Planning Commission considered the public comments received and other information presented at various public meetings and public hearings and voted to recommend adoption of an amended Comprehensive Plan to the City Council; and

WHEREAS, the City Council's Committee of the Whole considered amendments to the Comprehensive plan on April 20, 2015; May 18, 2015; and June 15, 2015; and

WHEREAS, the of City Council considered amendments to the Comprehensive Plan at study sessions on April 14, 2015; May 12, 2015; June 1, 2015; and June 9, 2015 and July 14, 2015 and at public hearings held on March 17, 2015; July 7, 2015; and July 21, 2015; and

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and determined that the Comprehensive Plan amendments attached hereto reflect the City's balancing of the public interests under the planning goals of the GMA;

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

**Section 1. Sammamish Comprehensive Plan Repealed.** The Sammamish Comprehensive Plan is hereby repealed in its entirety.

**Section 2. 2015 Sammamish Comprehensive Plan Adopted.** The 2015 Sammamish Comprehensive Plan, which is comprised in its entirety of Volumes 1 and 2 attached hereto, is hereby adopted as if fully set forth herein.

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

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 21<sup>st</sup> DAY OF JULY 2015.**

CITY OF SAMMAMISH

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Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk:  
Public Hearing:  
First Reading:  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:

## Exhibit 1



**Meeting Date:** July 21, 2015

**Date Submitted:** 7/16/2015

**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 type="checkbox"/> Finance & IT                     | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation               |  |

**Subject:** Public Hearing and First Reading for an Ordinance adopting new tree regulations amending Chapter 21A.15, Chapter 21A.35, Chapter 23.100 and establishing a new Chapter 21A.37 of the Sammamish Municipal Code

**Action Required:** Complete Public Hearing and First Reading for the Ordinance

**Exhibits:** Ordinance with Attachments A and B

**Budget:** N/A

**Summary Statement:**

An emergency ordinance with interim tree regulations was initially adopted by the City Council on October 14, 2014 and was extended on April 7, 2015 with an effective date through October 14, 2015. The purpose of the interim regulations was to provide sufficient time for new tree regulations to be developed through the normal Planning Commission / City Council legislative review process. The Planning Commission completed its review of the new tree regulations on June 18, 2015 with a 5-0 vote to recommend new tree regulations to City Council as amendments to both Title 21A, Development Code and Title 23, Civil Code Compliance of the Sammamish Municipal Code.

**Background:**

The Planning Commission has diligently worked on tree regulations since March 19, 2015. Staff presented a summary of work completed to date, including interim regulations as well as tree-related policy recommendations that were presented to the City Council as part of the 2015 Comprehensive Plan update process. At work sessions on April 2 and 16, 2015, the Planning Commission reviewed a sampling of regulatory measures from other cities and studied how the policies were implemented. Direction was provided by the Planning Commission to staff on different elements from the sampling, to be included in new draft tree regulations. Staff began work on new draft tree regulations and, after receiving further clarification and direction at the

May 7, 2015 Planning Commission work session, staff presented new draft tree regulations to the Planning Commission for review at the May 21, 2015 and June 4, 2015 work sessions.

The Planning Commission completed its review of the new draft tree regulations, including final direction to staff on amendments. A public hearing was scheduled for June 18, 2015. While the Planning Commission continuously took public comment at work sessions, several people provided testimony at the public hearing. After completing the June 18, 2015 public hearing the Planning Commission voted 5-0 to recommend new tree regulations to City Council as amendments to both Title 21A, Development Code and Title 23, Civil Code Compliance of the Sammamish Municipal Code (SMC).

**Financial Impact:**

There is no financial impact directly associated with the adoption of this ordinance.

**Recommended Motion:**

Complete public hearing and first reading for the ordinance.

**CITY OF SAMMAMISH  
WASHINGTON**

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

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,  
AMENDING CHAPTERS 21A.15, 21A.35 AND 23.100, AS WELL AS  
ESTABLISHING A NEW CHAPTER 21A.37 OF THE SAMMAMISH  
MUNICIPAL CODE PERTAINING TO TREES REGULATIONS AND  
CIVIL CODE COMPLIANCE; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 21A, Development, which regulates land use and Title 23, Civil Code Compliance, which regulates procedures and mechanisms for land use related code enforcement matters; and

WHEREAS, the City Council adopted the City of Sammamish Comprehensive Plan which contains goals, objectives and policies regarding land use compatibility and environmental considerations; and

WHEREAS, it is the intent of the City Council to ensure the development of fair and reasonable regulations; and

WHEREAS, the City of Sammamish Planning Commission, pursuant to SMC 2.60.040(2), “shall review and make recommendations to the City Council relating to the City’s land use ordinances and regulations”; and

WHEREAS, the Planning Commission considered proposed amendments to Chapters 15 and 35 of Title 21A and Chapter 100 of Title 23, as well as establishing a new Chapter 37 of Title 21A of the SMC, concerning tree regulations and enforcement requirements, during their March 19, April 2, April 16, May 7, May 21 and June 4 meetings; and

WHEREAS, the Planning Commission held a public hearing on June 18 to consider the proposed amendments to the SMC; and

WHEREAS, the Comprehensive Plan’s Environment and Conservation Element contains the following goals and policies:

Goal EC.10 Maintain and improve the City’s forested character.

Policy EC.10.1: Preserve and enhance the City’s urban forest.

## Exhibit 1

- Policy EC.10.2: Preserve trees on all public properties and facilities to the maximum extent possible.
- Policy EC.10.3: Maintain and enhance a street tree maintenance program, where appropriate.
- Policy EC.10.4: Encourage community residents and property owners to preserve the green and wooded character of existing neighborhoods.
- Policy EC.10.5: Within the City, allow off-site options for replanting and restoration where not feasible on-site in order to meet tree retention requirements, achieve tree canopy coverage and storm water capture.
- Policy EC.10.6: Develop and enforce effective regulatory penalties and practices for unauthorized removal or damage of trees.
- Policy EC.10.7: Prioritize restoration and enhancement of environmentally critical areas and buffers, with the aim of enhancing ecosystem function.
- Policy EC.10.8: Consider incentivizing retention of trees on existing lots, prioritizing clusters and/or a continuous canopy with trees on adjacent lots when feasible.
- Policy EC.10.9: Promote regulatory tools that take into consideration the case by case context sensitive nature of tree retention and canopy coverage.
- Policy EC.10.10: Create and support a robust and comprehensive Urban Forestry Management Plan by 2016.
- Policy EC.10.11: Develop incentives to prioritize the retention of high value trees, including heritage and/or landmark trees.

WHEREAS, the Planning Commission, after due consideration, recommended amendments to Chapters 15 and 35 of Title 21A and Chapter 100 of Title 23, as well as establishing a new Chapter 37 of Title 21A of the SMC to the City Council; and

WHEREAS, in accordance with WAC 365-195-620, a Notice of Intent to adopt the proposed amendments was sent to the State of Washington Department of Commerce on July 9, 2015, to allow for a 60-day review and comment period; and

WHEREAS, after providing thirty (30) days public notice, the City Council held a public hearing on July 21, 2015, to consider amending the SMC in accordance with the proposed amendments; and

WHEREAS, an environmental review of the proposed Comprehensive Plan amendments has been conducted in accordance with the requirements of the State Environmental Policy Act

## Exhibit 1

(“SEPA”), and a SEPA threshold determination of non-significance and notice of adoption was issued on **PLACE HOLD**, 2015, and sent to state agencies and interested parties; and

WHEREAS, the City Council has considered the proposed amendments to the SMC, the Planning Commission recommendation, and public comment received, and finds the amendments to be in the public interest;

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

Section 1. SMC Chapter 21A.15, Amended. Sammamish Municipal Code Chapter 21A.15 (“Technical Terms and Land Use Definitions”) is amended to add the following definitions:

**21A.15.181 Certified Arborist.**

“Certified Arborist” means an individual that has successfully passed the certified arborist exam administered by the International Society of Arboriculture (ISA) and possesses a minimum of three years full-time experience working in the professional tree care industry.

**21A.15.1332 Tree, landmark.**

“Tree, landmark” means a tree that is equal to or greater than thirty-two (32) inches DBH.

Section 2. New SMC Chapter 21A.37 Established. A new Sammamish Municipal Code Chapter 21A.37 (“Development Standards - Trees”) is hereby established and adopted to read as set forth in Attachment A.

Section 3. SMC Chapter 23.100 Amended. Chapter 23.100 is hereby amended as set forth in Attachment B.

Section 4. SMC Chapter 21A.35 Sections Repealed. Sammamish Municipal Code Sections 21A.35.210, 21A.35.220, 21A.35.230 and 21A.35.240 are hereby repealed in their entirety.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF SAMMAMISH

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Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: July 16, 2015

Public Hearing: July 21, 2015

First Reading: July 21, 2015

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:

ATTACHMENT A

Chapter 21A.37  
DEVELOPMENT STANDARDS – TREES

**21A.37.200 Purpose.**

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- (1) The purpose of this chapter is to:
- (a) Avoid the removal of stands of trees, significant trees, heritage trees and landmark trees in order to maintain the quality of Sammamish's urban environment;
  - (b) Protect stands of trees, significant trees, heritage trees and landmark trees to the maximum extent possible in the design of new buildings, roadways, and utilities;
  - (c) Mitigate the environmental and aesthetic consequences of tree removal through on-site and off-site tree replacement to achieve a goal of no net loss of canopy throughout Sammamish;
  - (d) Provide measures to protect trees that may be impacted during construction;
  - (e) Maintain and protect the public health, safety, and general welfare; and
  - (f) Preserve the aesthetic, ecological, and economic benefits of forests and tree-covered areas in Sammamish, which include:
    - (i) Providing varied and rich habitats for wildlife;
    - (ii) Absorbing greenhouse gas emissions;
    - (iii) Moderating the effects of winds and temperatures;
    - (iv) Stabilizing and enriching the soil;
    - (v) Slowing runoff from precipitation and reducing soil erosion;
    - (vi) Improving air quality;
    - (vii) Improving water quality;
    - (viii) Masking unwanted sound;
    - (ix) Providing visual relief and screening buffers;
    - (x) Providing recreational benefits;
    - (xi) Enhancing the economic value of developments; and
    - (xii) Providing a valuable asset to the community as a whole.

**21A.37.210 Approval Required.**

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- (1) **Approval Required.** Except as provided in SMC 21A.37.230, *Exemptions*, any person who desires to cut down or remove any significant tree or who desires to conduct grading activities on a site that will result in the removal of any significant tree, must first obtain approval as required in this chapter.
- (2) **Forest Practices Permittees.** Permittees under Class IV - General forest practice permits issued by the Washington State Department of Natural Resources (DNR) for the conversion of forested lots to developed lots are also required to obtain approval. For all other forest practice permits (Class II, III, IV – special permit) issued by DNR for the purpose of commercial timber operations, no land use permits will be issued for six years following tree removal.

**21A.37.220 Evaluation Required.**

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- (1) **Professional Evaluation.** In determining whether a tree removal permit or approval shall be granted, the submittal of a professional evaluation and/or a tree protection plan prepared by a Certified Arborist may be required where it is deemed such services are necessary to

## Exhibit 2

demonstrate compliance with the standards of this chapter. Such professional evaluation(s) and services may include:

- (a) Providing a written evaluation of the anticipated effects of proposed construction on the viability of trees on a site;
- (b) Providing a hazardous tree assessment;
- (c) Developing plans for, supervising, and/or monitoring implementation of any required tree protection or replacement measures; and/or
- (d) Conducting a post-construction site inspection and evaluation.

### **21A.37.230 Exemptions.**

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(1) **Removal Exemptions.** After the fact documentation for any significant tree removed pursuant to this section shall be provided within 21 calendar days. The following actions are exempt from obtaining approval as required in this chapter:

- (a) Emergency removal of any significant tree necessary to remedy an imminent threat or hazard to public health, safety and/or welfare.
- (b) Removal of any significant tree in public easements and public rights-of-way.
- (c) Routine maintenance of any significant tree necessary to contain noxious weeds, to remedy a potential fire hazard or to remedy an imminent threat to public health, safety and/or welfare.

(2) **Retention Exemptions.** The following conditions are exempt from retention calculation as required in this chapter:

- (a) Significant trees determined to present an imminent threat or hazard to public health, safety and/or welfare.
- (b) Significant trees located in public utility easements.

### **21A.37.240 Removal Standards.**

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(1) **Existing R-1, R-4 and R-6 Zoned Lots of Record.** Existing R-1, R-4 and R-6 zoned lots of record on the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot.

- (a) The removal of significant trees shall be for the purposes of:
  - (i) Thinning a heavily wooded area where remaining trees may benefit from the thinning and lot's forested look, value, or function is maintained; or
  - (ii) Maintaining the lot's landscaped areas.
- (b) A permit shall be granted for the removal of significant trees as follows:

Lots up to 20,000 square feet:	Up to 2 significant trees may be removed per year with a limit of 4 significant trees every 5 years.
Lots 20,001 square feet and greater:	Up to 4 significant trees may be removed per year with a limit of 8 significant trees every 5 years.

- (c) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
- (d) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.
- (e) Trees previously designated for protection or located within a designated open space tract or environmentally critical area tract may not be removed unless they are determined to be hazardous. Hazardous, dead, or otherwise dangerous trees are not included in the limits established by this section. The Director may approve the removal

## Exhibit 2

of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property.

- (2) **Existing R-8, R-12, R-18, O, NB and CB Zoned Lots of Record.** Existing R-8, R-12, R-18, O, NB and CB zoned lots of record on the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot.
- (a) A permit shall be granted for the removal of not more than 4 significant trees per year with a limit of 8 significant trees every 5 years for the purposes of:
    - (i) Thinning a heavily wooded area where remaining trees may benefit from the thinning and the lot's forested look, value, or function is maintained; or
    - (ii) Maintaining the lot's landscaped areas.
  - (b) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
  - (c) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.
  - (d) Trees previously designated for protection or located within a designated open space tract or environmentally critical area tract may not be removed unless they are determined to be hazardous. Hazardous, dead, or otherwise dangerous trees are not included in the limits established by this section. The Director may approve the removal of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property.

### **21A.37.250 Retention Standards.**

- (1) **New Development R-1, R-4 and R-6 Zoned Lots.** New development on R-1, R-4 and R-6 zoned lots of record must obtain approval prior to removing any significant tree located on the lot either through a tree removal permit or in conjunction with another permit approval.
- (a) A minimum of 35% of the significant trees shall be retained within areas unconstrained by environmentally sensitive areas and associated buffers.
  - (b) Within the associated buffers of environmentally sensitive areas, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; provided, that trees retained in such areas may be counted in an equivalent manner for up to 25% of the tree retention requirement in this section. Delineated environmentally sensitive areas are not eligible to count towards this calculation.
    - (i) Example: A zoned R-1, R-4 or R-6 lot proposed for new development which has 16% of its lot area within the associated buffers of environmentally sensitive areas may count 16% of its significant trees to be retained within this area.
    - (ii) Example: A zoned R-1, R-4 or R-6 lot proposed for new development which has 32% of its lot area within the associated buffers of environmentally sensitive areas may count 25% of its significant trees to be retained within this area.
  - (c) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
  - (d) Trees previously designated for protection or located within a designated open space tract or environmentally critical area tract may not be removed unless they are determined to be hazardous. Hazardous, dead, or otherwise dangerous trees are not included in the limits established by this section. The Director may approve the removal of more trees than set forth above if the remaining trees would pose a hazard to life or property.
- (2) **New Development R-8, R-12, R-18, O, NB and CB Zoned Lots.** New development on R-8, R-12, R-18, O, NB and CB zoned lots of record must obtain approval prior to removing any

## Exhibit 2

significant tree located on the lot either through a tree removal permit or in conjunction with another permit approval.

- (a) A minimum of 25% of the significant trees shall be retained within areas unconstrained by environmentally sensitive areas and associated buffers.
- (b) Within the associated buffers of environmentally sensitive areas, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; provided, that trees retained in such areas may be counted in an equivalent manner for up to 50% of the tree retention requirement in this section. Delineated environmentally sensitive areas are not eligible to count towards this calculation.
  - (i) Example: A zoned R-8, R-12, R-18, O, NB and CB lot proposed for new development which has 32% of its lot area within the associated buffers of environmentally sensitive areas may count 32% of its significant trees to be retained within this area.
  - (ii) Example: A zoned R-8, R-12, R-18, O, NB and CB lot proposed for new development which has 64% of its lot area within the associated buffers of environmentally sensitive areas may count 50% of its significant trees to be retained within this area.
- (c) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
- (d) Trees previously designated for protection or located within a designated open space tract or environmentally critical area tract may not be removed unless they are determined to be hazardous. Hazardous, dead, or otherwise dangerous trees are not included in the limits established by this section. The Director may approve the removal of more trees than set forth above if the remaining trees would pose a hazard to life or property.

### **21A.37.260 Variances.**

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- (1) **Variances.** Where conditions exist that prevent full compliance with Chapter 21A.37 SMC, the applicant may request a variance pursuant to SMC 20.05.020 and the decision criteria as described for such in SMC 21A.110.030.

### **21A.37.270 Tree Protection Standards.**

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- (1) **Priority.** Significant trees identified for retention shall be selected, to the extent feasible, subject to the following order of priority from most important to least important:
  - (a) Significant trees part of a continuous canopy adjacent to an environmentally sensitive area and associated buffer;
  - (b) Significant trees part of a continuous canopy adjacent to a public park and/or other protected open space;
  - (c) Significant trees part of any other on-site and/or off-site continuous canopy;
  - (d) Significant trees providing perimeter connectivity, off-site screening and/or relief from identified environmental impacts.
  - (e) Significant trees able to be incorporated into required landscaping;
  - (f) Isolated stands of significant trees;
  - (g) Individual significant trees.
- (2) **Designation.** Any applicable application and/or plan required for new development shall show all significant trees designated for protection. These areas may be shown by labeling them as "Protected Significant Trees" or such other designation as approved by the Director. Protected vegetation, including protected trees, shall not be modified, harmed, or removed except as provided in this section.

## Exhibit 2

- (3) **Preservation.** An approval for new development may require the significant trees to be retained are permanently preserved within a tract, easement or other permanent protective mechanism. When required, the location, purpose, and limitation of these protected areas shall be shown on the face of the deed, plat, binding site plan, or similar document, and shall be recorded with the King County Department of Records and Elections or its successor. The recorded document shall include the requirement that the protected areas shall not be removed, amended, or modified without the written approval of the City of Sammamish.
- (4) **Incentives.** The following incentives are available for higher levels of landmark, heritage and significant tree preservation:
- (a) **Landmark Trees:** The permanent preservation of a landmark tree in conjunction with SMC 21A.37.270 (1) receives retention credit as follows:
    - (i) 200% credit in conjunction with SMC 21A.37.270 (1) (a) through (c).
    - (ii) 150% credit in conjunction with SMC 21A.37.270 (1) (d) through (e).To qualify for this incentive, all landmark trees proposed for permanent preservation shall be outside of any environmentally sensitive area and associated buffer.
  - (b) **Heritage Trees:** The permanent preservation of a heritage tree in conjunction with SMC 21A.37.270 (1) receives retention credit as follows:
    - (i) 175% credit in conjunction with SMC 21A.37.270 (1) (a) through (c).
    - (ii) 125% credit in conjunction with SMC 21A.37.270 (1) (d) through (e).To qualify for this incentive, all heritage trees proposed for permanent preservation shall be outside of any environmentally sensitive area and associated buffer.
  - (c) New subdivisions and short plats proposing a minimum 45% permanent preservation of significant trees in conjunction with SMC 21A.37.270 (1) (a) through (c) receives a 50% reduction of required on site recreation space. To qualify for this incentive, all significant trees proposed for permanent preservation shall be outside of any environmentally sensitive area and associated buffer.
  - (d) New subdivisions and short plats proposing a minimum 40% permanent preservation of significant trees in conjunction with SMC 21A.37.270 (1) (a) through (c) receives a 25% reduction of required on site recreation space. To qualify for this incentive, all significant trees proposed for permanent preservation shall be outside of any environmentally sensitive area and associated buffer.
- (5) **Protection Measures.** To ensure long-term viability of trees and stands identified for protection, permit plans, and construction activities shall comply with the following minimum required tree protection:
- (a) All minimum required tree protection measures shall be shown on the tree protection and replacement plan.
  - (b) Tree protection barriers shall be installed five feet beyond the drip line of significant trees to be protected prior to any land disturbance.
  - (c) Tree protection barriers shall be a minimum of four feet high, constructed of chain link, or polyethylene laminar safety fencing or similar material, subject to approval by the Director. On large or multiple-project sites, the Director may also require that signs requesting subcontractor cooperation and compliance with tree protection standards be posted at site entrances.
  - (d) Where tree protection areas are remote from areas of land disturbance, and where approved by the Director, alternative forms of tree protection may be used in lieu of tree protection barriers, provided that protected trees are completely surrounded with continuous rope or flagging and are accompanied by “Tree Save Area – Keep Out” signs.

## Exhibit 2

- (6) **Preventative Measures.** In addition to the above minimum protection measures, the applicant shall support these efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:
- (a) Trees shall not be topped;
  - (b) Excessive pruning shall not be allowed unless necessary to protect life and property;
  - (b) Pruning of visible deadwood on trees to be protected or relocated;
  - (c) Application of fertilizer to enhance the vigor of stressed trees;
  - (d) Use of soil amendments and soil aeration in tree protection and planting areas;
  - (e) Mulching over tree drip line areas; and
  - (f) Ensuring proper water availability during and immediately after construction.
- (7) **Alternative Methods.** The Director may approve the use of alternative tree protection and/or preventative techniques if a protected tree will be protected to an equal or greater degree than through the techniques listed above.

### **21A.37.280 Tree Replacement Standards.**

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- (1) **Replacement Required.** Any significant tree lawfully removed pursuant to SMC 21A.37.240, *Tree Removal Standards* or SMC 21A.37.250, *Tree Retention Standards*, shall be subject to the following replacement requirements:
- (a) Each landmark tree shall be replaced by three (3) new trees;
  - (b) Each heritage tree shall be replaced by two (2) new trees;
  - (c) Each significant tree shall be replaced by one (1) new tree;
  - (d) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
  - (e) Replacement coniferous trees shall be at least eight (8) feet in height;
  - (f) Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH)
  - (g) Replacement trees shall be primarily native species in order to restore and enhance as nearly as practicable to its pre-removal character and function.
  - (h) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization's standards for nursery stock.
  - (i) Financial guarantees for replacement trees may be required consistent with the provisions of Title 27A SMC.
  - (j) Installation of required replacement trees shall be in accordance with best management practices for arboriculture which ensure the tree's long-term health and survival.
  - (k) The Director may consider smaller-sized replacement trees if the applicant can demonstrate that smaller trees are more suited to the species, the site conditions, and the purposes of this section, and that such trees will be planted in sufficient quantities to meet the intent of this section.
- (2) **Location for Tree Replacement – On-Site.** Replacement trees shall be planted on the site from which significant trees are removed unless approved for one or more of the alternatives set forth in SMC 21A.37.280 (3).
- (3) **Location for Tree Replacement – Alternatives.** When on-site replacement cannot be completely achieved, the following alternatives may be considered:
- (a) Off-Site Tree Replacement.
    - (i) The number of replacement trees shall be the same as described in SMC 21A.37.280 (1). Replacement costs (material plus labor) shall be at the applicant's expense.

## Exhibit 2

- (ii) Allowable sites for receiving off-site replacement plantings may include public lands, open space areas, open space tracts, delineated environmentally sensitive areas and associated buffers. A receiving site shall be within the Sammamish city limits.
  - (b) Landscape Restoration. Where appropriate, other measures designed to mitigate the loss of trees by restoring all or parts of the forest landscape and its associated benefits may be considered. Measures may include, but are not limited to:
    - (i) Creation of wildlife snags from trees which would otherwise be removed;
    - (ii) Replacement of certain ornamental trees with native shrubs and groundcover;
    - (iii) Replacement of hazardous or short-lived trees with healthy new trees more likely to survive;
    - (iv) Daylighting and restoration of stream corridors with native vegetation; and
    - (v) Protection of non-significant trees to provide for the successional stages of forest development.
- (4) **Tree Replacement Guidelines and Requirements.** The following provisions shall be considered for tree replacement:
- (a) When individual trees or tree stands are protected, replacement trees should be planted to reestablish or enhance tree clusters where they previously existed;
  - (b) Where possible, replacement trees should be planted within environmentally sensitive areas and associated buffers. Replacement trees may be planted within a designated open space tract or environmentally critical area tract, where it is determined that such planting enhances and complements existing vegetation and environmental functions;
  - (c) Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
  - (d) Replacement trees shall be located away from areas where damage is likely;
  - (e) Replacement trees shall be located to provide screening of the development from adjacent properties, where appropriate;
  - (f) Replacement trees shall be planted in areas that connect or are adjacent to a designated open space tract or environmentally critical area tract or other open space, where appropriate;
  - (g) Replacement trees shall be integrated into the required landscape plans, if any, for a development; and
  - (h) Replacement trees to be planted next to or under power lines shall be selected with consideration of the trees' maturation and maintenance requirements.
- (5) **Tree Maintenance.** All required replacement trees and relocated trees shown on an approved permit whether located on-site or off-site, shall be maintained in healthy condition by the applicant throughout the life of the project, unless otherwise approved by the Director in a subsequent permit or approval. Healthy condition can be achieved by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:
- (a) Trees shall not be topped;
  - (b) Excessive pruning shall not be allowed unless necessary to protect life and property;
  - (c) Pruning of visible deadwood on trees to be protected or relocated;
  - (d) Application of fertilizer to enhance the vigor of stressed trees;
  - (e) Use of soil amendments and soil aeration in tree protection and planting areas;
  - (f) Mulching over tree drip line areas; and
  - (g) Ensuring proper water availability during and immediately after construction.

## Exhibit 2

ATTACHMENT B

Chapter 23.100  
CIVIL PENALTIES

**23.100.010 Assessment schedule.**

Code Enforcement Penalties:	
Infraction	up to \$500
Stop Work Order	up to \$500
Noncompliance:	
1 – 15 days	\$100 per day
16 – 31 days	\$250 per day
31+ days	\$500 per day (up to \$50,000 maximum)
Environmental Damage/Critical Areas Violations:	
Up to \$25,000 plus the cost of restoration	
<u>Unlawful Tree Removal or Damage:</u>	
<u>\$1,500 per inch of diameter at breast height of tree removed or damaged</u>	

(1) Civil fines and civil penalties for civil code violations shall be imposed for remedial purposes and shall be assessed for each type of violation identified in a notice and order, VCA, stop work order or infraction pursuant to this chapter.

(2) The penalties assessed pursuant to this chapter for failure to comply with the terms of a VCA are based on the number of days of noncompliance, dating back to the date of the initial violation.

(3) Penalties based on violation of a stop work order shall be assessed, according to this chapter, for each day the director determines that work or activity was done in violation of the stop work order.

(4) Infractions shall be subject to a one-time civil penalty as set forth in this chapter.

(5) Payment of a monetary penalty does not relieve the person responsible to whom the notice was issued of the duty to correct the violation.

(6) In addition to the other penalties provided for in this chapter, any person responsible for a violation of Chapter 21A.50 SMC may be jointly and severally liable for site restoration for the redress of ecological, recreation, and economic values lost or damaged and shall pay a civil

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penalty up to \$25,000 plus restoration, based upon the severity of the violation as documented in the City's file.

For the purposes of this subsection, a violation of the critical areas ordinance means: the violation of any provision of Chapter 21A.50 SMC; or the failure to obtain a permit required for work in a critical area; or the failure to comply with the conditions of any permit, approval, terms and conditions of any critical area tract or setback area, easement or other covenant, plat restriction or binding assurance or any notice and order, stop work order, mitigation plan, contract or other agreement.

(7) Any person responsible for damage to or removal of a tree in violation of Chapter 21A.37 SMC shall be jointly and severally liable for mitigation as described in SMC 23.100.015 and shall pay a civil penalty of \$1,500 per inch of diameter at breast height of tree removed or damaged.

(87) The civil penalties in this chapter are in addition to, and not in lieu of, any other penalties, sanctions, restitution or fines provided for in any other provisions of law.

### 23.100.015 Mitigation for Unlawful Tree Removal

(1) In addition to the monetary penalty outlined in SMC 23.100.010, any tree damaged or removed in violation of Chapter 21A.37 SMC shall be subject to replacement. For the purpose of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump. Mitigation measures must comply with the standards specified in SMC 21A.37.280, *Tree Replacement Standards*, except that the number of replacement trees for significant trees removed or damaged shall be as follows:

(a) Removed or damaged trees with a DBH equal to or greater than eight (8) inches up to twelve (12) inches shall be replaced by four (4) trees;

(b) Removed or damaged trees with a DBH greater than twelve (12) inches up to sixteen (16) inches shall be replaced by six (6) trees; and

(c) Removed or damaged trees with a DBH of sixteen (16) inches or more shall be replaced by eight (8) trees.

### 23.100.020 Waivers.

(1) Civil fines and civil penalties, in whole or in part, may be waived or reimbursed to the payer by the director, with the concurrence of the finance director, under the following circumstances:

(a) The notice and order, stop work order or infraction was issued in error;

(b) The civil fines or civil penalties were assessed in error;

(c) Notice failed to reach the person responsible due to unusual circumstances;

(d) The code violations have been corrected under a VCA;

(e) The code violations which formed the basis for the civil penalties have been corrected, and the director finds that compelling reasons justify waiver of all or part of the outstanding civil penalties; or

### Exhibit 3

(f) Other extraordinary information warranting waiver has been presented to the director since the notice and order, stop work order or infraction was issued.

(2) The director shall document the circumstances under which a decision was made to waive penalties.

