



City Council, Special Meeting

AGENDA **Revised**

3:30 pm – 10:00 pm

October 6, 2015

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Public Comment

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

Consent Agenda

- Payroll for period ending September 15, 2015 for pay date September 18, 2015 in the amount of \$ 321,467.50
 1. Approval: Claims For Period Ending October 6, 2015 In The Amount Of \$3,065,745.37 For Check No. 41463 Through 41584
 2. Contract: SE 4th Street Design/Perteet, Inc.
 3. Contract: 2015 Pavement Repairs/NPM Construction
 4. Contract: Inglewood Glen Repairs/Iron Creek Construction
 5. Contract: HVAC Software Upgrade/Johnson Controls
 6. Contract: EHS Sports Field Turf Replacement Design Contract/DA Hogan
 7. Contract Amendment: Community Center Construction Testing and Inspections/Kleinfelder
 8. Interlocal Agreement: Water Resource Inventory Area 8 (WRIA 8)
 9. Approval: Minutes September 1, 2015 Regular Meeting
 10. Approval: Notes September 8, 2015 Study Session
 11. Approval: Notes September 14, 2015 Committee of the Whole

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.

Public Hearings

12. **Ordinance:** Second Reading: Public Hearing 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

Council Dinner Break

6:00 – 6:30 pm

- **Executive Session** – Property Acquisition pursuant to RCW 42.30.110(1)(b)

Student Liaison Reports – if necessary

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*

Council Committee Reports

Presentations/Proclamations - None

Public Hearings - Continued

13. **Emergency Ordinance:** Adopting Interim Development Regulations As Authorized By The Growth Management Act Relating To Tree Retention; Providing For Severability; And Declaring An Emergency.
Note: This matter will become void and the public hearing will be cancelled should Bill # 12 - Ordinance for Tree Regulations be completed.

Unfinished Business - None

New Business - None

Council Reports

City Manager Report

- Sahalee Way Update

Executive Session – If needed

Adjournment

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AGENDA CALENDAR

Oct 2015			
Tues 10/13	6:30 pm	Special Meeting	Public Hearing: Ordinance- Third Reading Comprehensive Plan
Mon 10/19	6:30 pm	COW Meeting	Discussion: Park Impact Fees Discussion: Facility Rental Fees Presentation: Synthetic Turf Infield Options Presentation: LWSD STEM School/Big Rock Park Project
Tues 10/20	6:30 pm	Regular Meeting	Ordinance: First Reading School Impact Fees (ISD, LWSD, SVSD) Ordinance: First Reading Park Impact Fees
Nov 2015			
Tues 11/3	6:30 pm	Regular Meeting	Ordinance: Second Reading Park Impact Fees Ordinance: Second Reading School Impact Fees (ISD, LWSD, SVSD) Resolution: Facility Rental Policy Minor Amendments (consent) Solid Waste Services Bid Update
Tues 11/10	6:30 pm	Study Session	Mid-Biennial Budget Update
Mon 11/16	6:30 pm	COW Meeting	Mid-Biennial Budget Update
Tues 11/17	6:30 pm	Regular Meeting	Public Hearing: Ordinance First Reading Mid-Biennial Budget Public Hearing: Ordinance First Reading Property Tax Levy Rate
Dec 2015			
Tues 12/1	6:30 pm	Regular Meeting	Ordinance Second: Reading Mid-Biennial Budget Ordinance: Second Reading Property Tax Levy Rate Resolution: Fee Schedule (consent) Resolution: Salary Schedule (consent) Resolution: Medical Premium Co-Pay (consent)
Tues 12/8	6:30 pm	Study Session	Commission Interviews
Tues 12/15	6:30 pm	Regular Meeting	
Mon 12/21	6:30 pm	COW Meeting	
Jan 2016			
Tues 1/5	6:30 pm	Regular Meeting	Resolution: Commission Appointments
Tues 1/12	6:30 pm	Study Session	
Mon 1/18	6:30 pm	Cancelled	Marting Luther King Day – City Offices Closed
Mon 1/19	6:30 pm	Regular Meeting	
Feb 2016			
Tues 2/2	6:30 pm	Regular Meeting	
Tues 2/9	6:30 pm	Study Session	
Mon 2/15	6:30 pm	Cancelled	Presidents Day – City Offices Closed
Mon 2/16	6:30 pm	Regular Meeting	
Mar 2016			
Tues 3/1	6:30 pm	Regular Meeting	
Tues 3/8	6:30 pm	Study Session	
Mon 3/14	6:30 pm	COW Meeting	
Mon 3/13	6:30 pm	Regular Meeting	
April 2016			
Tues 4/5	6:30 pm	Regular Meeting	
Tues 4/12	6:30 pm	Study Session	
Mon 4/18	6:30 pm	COW Meeting	

Mon 4/19	6:30 pm	Regular Meeting	
May 2016			
Tues 5/3	6:30 pm	Regular Meeting	
Tues 5/10	6:30 pm	Study Session	
Mon 5/16	6:30 pm	COW Meeting	
Mon 5/17	6:30 pm	Regular Meeting	
June 2016			
Tues 6/7	6:30 pm	Regular Meeting	
Tues 6/14	6:30 pm	Study Session	
Mon 6/20	6:30 pm	COW Meeting	
Mon 6/21	6:30 pm	Regular Meeting	
July 2016			
Tues 7/5	6:30 pm	Regular Meeting	
Tues 7/12	6:30 pm	Study Session	
Mon 7/18	6:30 pm	COW Meeting	
Mon 7/19	6:30 pm	Regular Meeting	Proclamation: Women's Equality Day
Aug 2016			NO MEETINGS
Sept 2016			
Tues 9/6	6:30 pm	Regular Meeting	Proclamation: Mayor's Month of Concern Food Drive
Tues 9/13	6:30 pm	Study Session	
Mon 9/19	6:30 pm	COW Meeting	
Mon 9/20	6:30 pm	Regular Meeting	
To Be Scheduled		Parked Items	Parked Items
<ul style="list-style-type: none"> Ordinance: Second Reading Puget Sound Energy Franchise Economic Development Plan 		<ul style="list-style-type: none"> Comprehensive consideration of Capital projects Design Standards Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes 	<ul style="list-style-type: none"> Intra-City Transit Services Mountains to Sound Greenway Sustainability/Climate Change Off Leash Dog Areas Water Quality Update

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

<< September

October 2015

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 10 a.m. "Mix it Up" Mixed Media Workshop 6:30 p.m. Planning Commission Meeting	2 6 p.m. Auditions	3 10 a.m. Volunteer at Lower Commons Park
4	5	6 3:30 p.m. City Council Meeting 5 p.m. City Council Office Hour Canceled	7 6:30 p.m. Parks and Recreation Commission Meeting	8	9 6 p.m. Auditions	10 10 a.m. Volunteer at Lower Commons Park 10 a.m. Arts Fair
11 10 a.m. Arts Fair	12	13 6:30 p.m. Special Meeting	14 6:30 p.m. Klahanie Transition Committee Meeting	15	16	17 10 a.m. Sammamish Walks - Big Rock Park
18	19 8:30 a.m. "You & Me/Me & You" - Art Exhibit 6:30 p.m. Committee of the Whole	20 6:30 p.m. City Council Meeting	21	22 6 p.m. Reception	23 4 p.m. Skyline High School Homecoming Parade	24 7 p.m. Hansel and Gretel - A Reperatory Collective Production
25	26 6:30 p.m. Arts Commission Meeting	27	28	29 6:30 p.m. Planning Commission Meeting	30 3 p.m. Halloween Happening	31 9 a.m. Volunteer at Ebright Creek Park

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

<< October

November 2015

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	4 6:30 p.m. Parks and Recreation Commission Meeting	5 6:30 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. City Council Study Session	11 Veterans Day City offices closed	12 6:30 p.m. Klahanie Transition Committee Meeting	13	14
15	16 6:30 p.m. Committee of the Whole	17 6:30 p.m. City Council Meeting	18	19 6:30 p.m. Planning Commission Meeting	20	21
22	23 6:30 p.m. Arts Commission Meeting	24	25	26 Thanksgiving Day City offices closed	27 Thanksgiving City offices closed	28
29	30					



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Jodee/Finance Department
DATE: September 30, 2015
RE: Claims for October 06, 2015

\$ 60,499.00
 17,492.35
 25,915.99
 1,028.24
 2,960,809.59

Top 10 Over \$10,000 Payments

Porter Brothers Construction	\$1,498,925.95	Community Center- August
Eastside Fire & Rescue	\$ 477,715.75	September Service
King County Sheriff's Office	\$ 429,364.67	September Service
Heritage Bank	\$ 71,718.95	Retainage – Community Center
Barker Rinker Seacat Architect.	\$ 70,555.49	Community Center - August
Spiritridge Construction	\$ 59,251.50	Lower Commons - August
Kenyon Disend	\$ 55,131.77	August Legal Fees
Sungard Public Sector	\$ 36,715.35	TrakIt Maintenance
Sammamish Plat Water Sewer	\$ 29,985.00	Various Water & Sewer Accts citywide
US Bank Corp. Payment	\$ 25,915.99	Various credit card purchases

TOTAL \$ 3,065,745.37

Checks # 41463 - 41584

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 9/18/2015 - 10:17 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
41463	09/18/2015	FLEXPLAN	Navia Benefit Solutions	1,702.66	41,463
41464	09/18/2015	ICMA401	ICMA 401	40,936.84	41,464
41465	09/18/2015	ICMA457	ICMA457	9,962.28	41,465
41466	09/18/2015	IDHW	Idaho Child Support Receipting	326.50	41,466
41467	09/18/2015	INTEGRA	Integra Telecom	1,737.00	41,467
41468	09/18/2015	KINGPET	King County Pet Licenses	510.00	41,468
41469	09/18/2015	NESAM	NE Sammamish Sewer & Water	3,933.97	41,469
41470	09/18/2015	PSE	Puget Sound Energy	25,005.52	41,470
41471	09/18/2015	REDMOND	City Of Redmond	300.70	41,471
41472	09/18/2015	REPUBLIC	Republic Services #172	422.05	41,472
41473	09/18/2015	ROCKMT	Rock Mountain Products LLC	193.60	41,473
41474	09/18/2015	WASUPPOR	Wa State Support Registry	440.52	41,474
41475	09/18/2015	ZAGARS	Andrew Zagars	32.88	41,475

VOID

Check Total:

85,504.52

60,499.00

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 9/18/2015 - 1:30 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
41476	09/18/2015	PSE	Puget Sound Energy	17,492.35	41,476
				Check Total:	
				17,492.35	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 9/21/2015 - 9:44 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
41477	09/21/2015	US BANK	U. S. Bank Corp Payment System	25,915.99	41,477
				<u>25,915.99</u>	
Check Total:				<u>25,915.99</u>	

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 9/28/2015 - 3:25 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
41478	09/28/2015	CENTLIN2	Century Link	48.84	41,478
41479	09/28/2015	PSE	Puget Sound Energy	979.40	41,479
Check Total:				1,028.24	

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 9/30/2015 - 9:40 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
41480	10/06/2015	48NORTH	48 North Solutions, Inc	21,444.11	41,480
41481	10/06/2015	ABC	ABC Special Event Rentals	2,944.78	41,481
41482	10/06/2015	ACTIONAP	Action Apparel	142.43	41,482
41483	10/06/2015	ALPHAGRA	Alphagraphics	10,638.03	41,483
41484	10/06/2015	APS	Applied Professional Svs, Inc.	120.00	41,484
41485	10/06/2015	ARTEAST	Art East	1,400.00	41,485
41486	10/06/2015	BELLCITY	City Of Bellevue	10,000.00	41,486
41487	10/06/2015	BEST	Best Parking Lot Cleaning, Inc	2,615.01	41,487
41488	10/06/2015	brs	Barker Rinker Seacat Architecture	70,555.49	41,488
41489	10/06/2015	BRUNE	Susan Brune	13.80	41,489
41490	10/06/2015	BUILDERS	Builders Exchange of WA	102.60	41,490
41491	10/06/2015	CADMAN	Cadman, Inc.	151.30	41,491
41492	10/06/2015	CAMPBALL	Mallory Campbell	122.50	41,492
41493	10/06/2015	CENTURY	Century Link	66.99	41,493
41494	10/06/2015	CEZAR	Susan Cezar	44.36	41,494
41495	10/06/2015	CHINOOK	Chinook Lumber	5,328.53	41,495
41496	10/06/2015	DAILY	Daily Journal of Commerce	140.80	41,496
41497	10/06/2015	DEERE	John Deere Landscapes	265.39	41,497
41498	10/06/2015	DILLEY	Jennifer Dilley	139.73	41,498
41499	10/06/2015	EASTFIRE	Eastside Fire & Rescue	477,715.75	41,499
41500	10/06/2015	ENGBUS	Engineering Business Systems Inc	1,697.25	41,500
41501	10/06/2015	ENGECONO	Engineering Economics, Inc.	280.00	41,501
41502	10/06/2015	ESA	ESA	1,607.50	41,502
41503	10/06/2015	EVERSONS	Everson's Econo Vac, Inc.	2,830.09	41,503
41504	10/06/2015	FASTENAL	Fastenal Industrial Supplies	311.23	41,504
41505	10/06/2015	FCS	FCS Group Inc.	5,655.00	41,505
41506	10/06/2015	FERGUSON	Ferguson Enterprises, Inc	2,230.61	41,506
41507	10/06/2015	FOLSPARK	Friends Of Lk Sammamish State Park	3,000.00	41,507
41508	10/06/2015	FUNRENT	Festival Rentals LLC	6,052.66	41,508
41509	10/06/2015	GOODSON	David M. Goodson	900.00	41,509
41510	10/06/2015	GOODTOGO	Good To Go!	4.15	41,510
41511	10/06/2015	GRAINGER	Grainger	920.98	41,511
41512	10/06/2015	HABITATH	Habitat for Humanity Seattle-King Co	500.00	41,512
41513	10/06/2015	HANDLOS	Lynne Handlos	121.80	41,513
41514	10/06/2015	HDFOWL	H. D. Fowler Company	137.32	41,514
41515	10/06/2015	HERITAGE	Heritage Bank	71,718.95	41,515
41516	10/06/2015	HIGASHYA	George Higashiyama	100.00	41,516
41517	10/06/2015	HONEY	Honey Bucket	3,437.47	41,517
41518	10/06/2015	IBSEN	IBSEN Towing	198.20	41,518
41519	10/06/2015	IPS	Integrated Print Solutions, Inc	4,031.64	41,519
41520	10/06/2015	ISD	Issaquah School District	1,064.50	41,520
41521	10/06/2015	ISSAQI	Issaquah Press, Inc.	2,007.00	41,521
41522	10/06/2015	IVOXY	Ivoxy Consulting LLC	5,984.07	41,522
41523	10/06/2015	JIRSA	Barbara Jirsa	119.58	41,523
41524	10/06/2015	JONESELB	Dylan L.B. Jones	31.91	41,524
41525	10/06/2015	KBA	KBA Inc	25,515.37	41,525
41526	10/06/2015	KCBLANK	King County Finance	2,189.69	41,526
41527	10/06/2015	KCRADIO	King Cty Radio Comm Svcs	526.70	41,527
41528	10/06/2015	KENYON2	Kenyon Disend PLLC	55,131.77	41,528
41529	10/06/2015	KINGSH	King County Sheriff's Office	429,364.67	41,529

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41530	10/06/2015	KLEINFEL	Kleinfelder, Inc.	6,307.50	41,530
41531	10/06/2015	KUCHIBHA	Surekha Kuchibhatla	10.00	41,531
41532	10/06/2015	LEXIS	Lexis Nexis Risk Data Mgmt	96.38	41,532
41533	10/06/2015	MAILPO	Mail Post	388.09	41,533
41534	10/06/2015	maren	Mareneos Rock Center	447.98	41,534
41535	10/06/2015	MARTINJO	Joanna Martin	325.11	41,535
41536	10/06/2015	MASSIE	Ralph & Dori Massie	659.75	41,536
41537	10/06/2015	MINUTE	Minuteman Press	77.13	41,537
41538	10/06/2015	NC MACH	NC Machinery Co	4,650.43	41,538
41539	10/06/2015	NELSONCO	Walter E. Nelson Company	395.73	41,539
41540	10/06/2015	NELSONTR	Nelson Truck Equip Co Inc	264.20	41,540
41541	10/06/2015	NWNUISAN	Willard's Pest Control Company	749.52	41,541
41542	10/06/2015	ODELL	Thomas Odell	10.47	41,542
41543	10/06/2015	OER	Olympic Environmental Resource	8,132.90	41,543
41544	10/06/2015	OLSENDAN	Dane Olsen	67.89	41,544
41545	10/06/2015	OSBORN	Osborn Consulting, Inc	7,596.60	41,545
41546	10/06/2015	PACAIR	Pacific Air Control, Inc	265.49	41,546
41547	10/06/2015	PACPLANT	Pacific Plants	4,270.50	41,547
41548	10/06/2015	PANNIER	Pannier Graphics	1,379.00	41,548
41549	10/06/2015	PAPE	Pape Machinery Exchange	3,610.11	41,549
41550	10/06/2015	PIEDMONT	Piedmont Directional Signs	700.00	41,550
41551	10/06/2015	PINFOUND	Pin Foundations, Inc	7,633.49	41,551
41552	10/06/2015	PLANTSCA	Landscapes, Inc	4,755.69	41,552
41553	10/06/2015	PLATT	Rexel, Inc.	359.11	41,553
41554	10/06/2015	PORTER	Porter Brothers Construction, Inc	1,498,925.95	41,554
41555	10/06/2015	QBS	Quality Business Systems Inc.	199.43	41,555
41556	10/06/2015	REDSIGNS	Redmond Signs	354.65	41,556
41557	10/06/2015	ROSENOW	Margaret Rosenow	36.13	41,557
41558	10/06/2015	SAM	Sammamish Plateau Water Sewer	29,985.00	41,558
41559	10/06/2015	SAMCHAMB	Sammamish Chamber of Commerce	1,600.00	41,559
41560	10/06/2015	SAMHERIT	Sammamish Heritage Society	2,500.00	41,560
41561	10/06/2015	SEQUOYAH	Sequoyah Electric, LLC	8,147.67	41,561
41562	10/06/2015	SOUNDCED	Sound Cedar	3,972.73	41,562
41563	10/06/2015	SOUNDPUB	Sound Publishing, Inc	1,000.00	41,563
41564	10/06/2015	SPIRITRI	Spiritridge Construction Inc	59,251.50	41,564
41565	10/06/2015	SPRAGUE	SPRAGUE	281.00	41,565
41566	10/06/2015	STAPLES	Staples Advantage	2,238.58	41,566
41567	10/06/2015	SUNBELT	Sunbelt Rentals	1,734.70	41,567
41568	10/06/2015	SUNGARD	SunGard Public Sector Inc	36,715.35	41,568
41569	10/06/2015	SWIFTTRE	Swift Tree Care	3,175.50	41,569
41570	10/06/2015	TAGS	Tags Awards & Specialties	47.63	41,570
41571	10/06/2015	THOMASJE	Jeff Thomas	710.79	41,571
41572	10/06/2015	THYSSENK	Thyssenkrupp Elevator Corp.	608.66	41,572
41573	10/06/2015	TIMMONS	Timmons Group	5,860.00	41,573
41574	10/06/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	10,986.27	41,574
41575	10/06/2015	UNITRENT	United Rentals NA, Inc	2,023.68	41,575
41576	10/06/2015	USBANKNA	US Bank N.A.	76.00	41,576
41577	10/06/2015	WAAUDIT	Wa State Auditor's Office	781.57	41,577
41578	10/06/2015	WACE	Wa Assoc of Code Enforcement	40.00	41,578
41579	10/06/2015	WADOT	Wa State Dept of Transp	50.37	41,579
41580	10/06/2015	WATERSH	The Watershed Company	1,190.00	41,580
41581	10/06/2015	WATSONSE	Watson Security	747.60	41,581
41582	10/06/2015	WAWORK	Washington Workwear Stores Inc	212.04	41,582
41583	10/06/2015	WESTERNE	Western Entrance Tech LLC	295.65	41,583
41584	10/06/2015	WILBUREL	Wilbur-Ellis Company	2,286.36	41,584

Check Total:

2,960,809.59



Meeting Date: October 6, 2015

Date Submitted: September 29, 2015

Originating Department: Public Works

Clearances:

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

Subject: SE 4th St Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement in the amount of \$1,198,371.00 with Perteet, Inc. for Engineering and Professional Services for design and right-of-way acquisition for this improvement project.

Exhibits: Agreement for Services

Budget: \$1,730,000 is in the approved 2015-16 budget (This contract is within budget.)

Summary Statement:

The Public Works Department is recommending that the City contract with Perteet, Inc. to provide engineering and right-of-way acquisition services for the purpose of developing construction plans, specifications and construction estimates for SE 4th St improvements from 218th Ave SE to 228th Ave SE.

Background:

The SE 4th Street Improvement project is a critical component to support the City's Town Center plan. This project will develop SE 4th St into a multi-modal corridor to meet concurrency requirements and provide increased opportunity for access and development within the core mixed-use area.

The existing road consists of two travel lanes with narrow shoulders and no sidewalk. The proposed road will be developed to include two travel lanes, a center turn lane or median, bike lanes, planter strips and sidewalk. This project will also coordinate the installation of upgraded Sammamish Plateau Water and Sewer District (SPWSD) utilities with the roadway construction. (Design and construction costs for SPWSD is budgeted by SPWSD and will not be an additional cost to the City.)

Financial Impact:

The 2015/16 Biennial Budget has allocated \$1,730,000 for the design phase of this project. The following is a summary of the design budget:

Account No.	Fund	Year	Amount
340-157-595-30-63-00	Transportation Capital Improvements	2015	\$ 725,000
340-157-595-30-63-00	Transportation Capital Improvements	2016	\$ 725,000
438-470-595-40-63-00	Surface Water Capital Projects	2015	\$ 140,000
438-470-595-40-63-00	Surface Water Capital Projects	2016	\$ 140,000
Total Budgeted Amount			\$ 1,730,000

The following is a summary of the negotiated design fees:

Summary of Project Design Costs (rounded to nearest \$1,000)

Description	Cost
Plans, Specifications and Estimate Preparation	\$ 733,000
Right-of-way Acquisition	\$ 204,000
Geotechnical and Environmental Analysis and Permitting	\$ 113,000
Franchise Utility Undergrounding	\$ 48,000
Contract Management Reserve	\$ 100,000
Rounded Total	\$ 1,198,000

(Actual Contract Cost is \$1,198,371.00)

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Perteet, Inc. for engineering design and right-of-way acquisition services to prepare the SE 4th St Improvement project for construction in the amount of \$1,198,371.00, which includes a \$100,000 management reserve.

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Perteet, Inc.

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

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " A "

A sum not to exceed

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Exhibit 1

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. **Insurance**

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

Exhibit 1

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

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

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

Exhibit 1

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

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

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

Company Name _____
Contact Name _____
Street Address _____
City, State Zip _____
Phone Number _____
Email _____

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

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

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: *Peter De Boldt*

Print Name: _____

Print Name: *Peter De Boldt*

Title: City Manager

Title: *Vice President*

Date: _____

Date: *9/29/15*

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Exhibit 1

Exhibit A
Scope of Services and Rate Schedule

City of Sammamish

Scope of Services

SE 4th Street (218th Avenue SE to 228th Avenue SE)

September 24, 2015



Perteeet

505 Fifth Avenue S, Suite 300
Seattle, WA 98104
1.800.615.9900 / 206.436.0532

Exhibit 1



Agreement with Perteet Inc.

During the term of this Contract, Perteet Inc. (CONSULTANT) will perform professional services for the City of Sammamish (CITY), as detailed below:

INTRODUCTION

The project will construct improvements to SE 4th Street, between 218th Avenue SE and 228th Avenue SE, which will support Sammamish's Town Center. The completed project will meet concurrency requirements, and provide a safe environment for pedestrians and bicyclists. The project will serve as a public investment catalyst project to support Town Center.

GENERAL SCOPE OF SERVICES

This agreement includes preliminary design, environmental documentation, and final design services for the SE 4th Street corridor between 218th Ave SE and 228th Ave SE. At the option of the CITY, the CONSULTANT may be asked to provide construction management services.

Transportation Improvement Board (TIB) funds may be used in the planning, design, and/or construction of the project. No federal funds will be used on the project.

Construction staging opportunities will be identified during the Preliminary Design phase of the agreement. This scope assumes that the project would be constructed as one contract.

This project has been scoped and budgeted to include preparation of technical discipline reports that would support a SEPA document and the project's anticipated TIB funding.

The work includes the following tasks:

- Task 1. Project Management
- Task 2. Utility Coordination/Planning
- Task 3. Public Involvement Program
- Task 4. Environmental Documentation and Permits
- Task 5. Geotechnical Reports
- Task 6. Surveying / Basemapping
- Task 7. 10% Design Level
- Task 8. Hydraulics Analysis
- Task 9. Preliminary Engineering (30%)
- Task 10. Final Plans, Specifications and Estimate (60%, 90%. And Final)
- Task 11. Right-of-Way Acquisition
- Task 12. Assistance During Bidding and Conformed Construction Documents
- Task 13. Quality Assurance / Control Program
- Task 14. Management Reserve

OPTIONAL SERVICES

Optional services that may be performed include:

- Assistance with preparation of grant funding packages
- Services During Construction
- Other activities as determined by the CITY

Provision of optional services will require a supplement to this agreement.



Agreement with Perteet Inc.

TIME FOR COMPLETION

All work under this phase of the contract shall be completed within eleven (11) months of notice to proceed. Construction documents will be ready for advertisement by end of June, 2016.

Task 1 – Project Management

- 1.1 Schedule and coordinate with CONSULTANT and SUBCONSULTANT personnel and equipment.
- 1.2 Prepare detailed work plan for the project and hold project kick-off session at the CITY.
- 1.3 Prepare, monitor, and update project schedule. Schedule will be developed using MS Project 2013. Monitor project budget. Schedule will be updated on a monthly basis. Base schedule is assumed to remain unchanged.
- 1.4 Prepare monthly billings, progress reports, and updated monthly project schedule.
- 1.5 Attend coordination/discussion meetings every-other week with key CITY staff. Attendance will consist of up to four CONSULTANT task leads, CONSULTANT project manager, and CITY project manager to review project status and coordinate activities for current work tasks. One-half of the meetings will be held at the CONSULTANT offices, and the other half at the CITY offices. Prepare and distribute meeting minutes.
- 1.6 Maintain a web-based (using SharePoint or similar platform) project management / coordination system that will allow all team members access to up-to-date project files.

Deliverables:

- Brief meeting summaries from coordination meetings, submitted via e-mail in MS Word format, within three (3) working days of the meeting.
- Detailed work plan submitted via e-mail in PDF format. If changes occur, submit revised materials via e-mail in PDF format.
- MS Project Gantt Schedule submitted monthly in hard copy with project invoices via US Mail
- Invoice and project reports submitted monthly in hard copy via US Mail.
- Meeting minutes from coordination/discussion meetings via e-mail in MS Word format.

Task 2 – Utility Coordination / Planning

This element of the work includes efforts to coordinate the project development with known utility stakeholders. Known key stakeholders include the Sammamish Plateau Water and Sewer District, Puget Sound Energy, Comcast, and Frontier.

2.1 Data Collection

The CONSULTANT will request plans for above and below ground facilities from public and private utilities serving the project area. Franchise utilities to be contacted are: Sammamish Plateau Water and Sewer District, Frontier, Comcast, and Puget Sound Energy (both natural gas and electricity). If any franchise utility plans conflict with existing basemap information, the CONSULTANT will update the basemap accordingly.

Assumptions:

- Should there be conflicting information between the franchise utility plans and the basemap, the CONSULTANT will update the basemap with whatever information is deemed to be more accurate. The CONSULTANT will not perform any additional field work or survey to rectify any conflicts between the basemap and franchise utility plans. Additional field work or survey could be added via a contract supplement.

Deliverables:

- Utility coordination log (Excel based spreadsheet) submitted via e-mail in Excel format.



Agreement with Perteeet Inc.

2.2 Preliminary Utility Analysis

Based on the Preliminary Engineering (10%) design, the CONSULTANT will prepare a one to two page memorandum to document potential utility conflicts and a Utility Space plan illustrating potential locations for franchise utilities to relocate. A plan identifying locations for potholing by the utilities of potential conflict locations will be developed and shared with the respective franchise utilities as part of Task 2.3.

Deliverables:

- One draft Utility Conflict Analysis Memorandum with Utility Space plan for CITY review and comment submitted via e-mail in PDF format.
- One final Utility Conflict Analysis Memorandum submitted via e-mail in PDF format.

2.3 Franchise Utility Coordination Meetings

The CONSULTANT will attend CITY-facilitated project utility coordination meetings at the CITY (up to four are assumed for this phase of the project). Topics to be covered include anticipated project impacts and schedule, future utility infrastructure, potential conflicts and their resolution, timeframes required for any anticipated utility relocations.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail in MS Word format at least one (1) day before each meeting. Up to four (4) coordination meetings will be attended by two (2) CONSULTANT staff members per coordination meeting.
- Meeting Minutes from coordination meetings, submitted via e-mail in PDF format within three (3) working days of the meeting. Up to four (4) utility coordination meeting minutes will be prepared.

Task 3 – Public Involvement Program

The key goal of the public involvement program is to garner community informed consent for the proposed improvements to SE 4th Street by providing public information and opportunities for public involvement in the project development and decision process. Tasks to achieve this goal include:

3.1 Property Owner / Developer Workshops

3.1.1 Workshop Meeting Preparation

The CONSULTANT will prepare appropriate base plans, graphics, and illustrations for the Workshops; including meeting agendas, sign-in sheets, comment cards, aerial photographs, topographic base plans, pens, pencils, scale, and drafting equipment, etc. for each work table.

3.1.2 Workshop Facilitation

The CONSULTANT will facilitate up to four (4), 2-hour workshops according to the agenda by the CITY. Property owners/developers will be invited to a workshop focused on their segment of the corridor. Property owners/developers who are not able to attend the workshop focused on their segment are welcome to attend other workshops. Presentations of the project purpose and need, general boundaries for the project design, conceptual concepts that have been developed jointly with CITY Staff, and supporting traffic analysis will be made available. Additionally, the CONSULTANT team will provide professional staff to facilitate each worktable. Workshop participants will have the opportunity to ask detailed questions regarding the proposed improvements, and have the opportunity to make suggestions for minor modifications to the proposed improvements.

Deliverables:

- Workshop agenda, submitted via e-mail in MS Word format.
- Base plans, graphics, and illustrations for the workshops in hard copy format.



Agreement with Perteet Inc.

- Photo boards with cut sheets illustrating proposed plantings and street furniture for the corridor.
- Summary of comments from workshop participants, along with intended action, submitted via e-mail in MS Excel format.

3.2 Open House

The CONSULTANT will be responsible for preparing all necessary materials for one (1) Open House. This will occur after the 60% design submittal. It will inform the public of the project's general goals, anticipated schedule, and to provide the opportunity to provide direct feedback to the CONSULTANT team and CITY staff. The CONSULTANT team will assist the CITY in preparing mailers, and staff the Open House. CONSULTANT will also draft text and design for newspaper display ads or articles, which the CITY will place. CITY staff will produce and distribute the open house announcement mailers, arrange for the meeting space, and will prepare comment forms and sign-in sheets. CITY staff and CONSULTANT team members will attend the Open House to help answer questions and observe first-hand the responses from the public.

Deliverables:

- Open House mailer original (8.5" x 11", tri-fold) announcements submitted in MS Word or MS Publisher and PDF format. CITY will print and distribute mailers. (Third Open House announcement will also include information about the availability of the environmental document.)
- Comment form, submitted via e-mail in MS Word format.
- Summary of Open House comments, submitted via e-mail in MS Excel format.
- Display boards, foam-core mounted (up to 10 for each Open House) and electronic copies of display materials suitable for web posting (PDF or alternate).

3.3 Developer/Property Owner Meetings

The CONSULTANT and the CITY will meet with individual developers/property owners as requested by the CITY. These meetings will be as requested by the developers/property owners through the CITY to discuss the project. It is assumed that up to forty (15) half-hour meetings will be held involving up to two (2) people from the CONSULTANT team.

Deliverables:

- Meeting Minutes from property owner meetings, submitted via e-mail in MS Word format.

Task 4 – Environmental Documentation and Permits

This project assumes no federal funding or related NEPA documents or coordination. The following environmental documents and processes are assumed:

4.1 SEPA Checklist

A SEPA checklist will be prepared by the CONSULTANT utilizing information from documents produced under this scope and as obtained from readily available resource information. A Statement of the Project Purpose and Need will be provided by the CITY to be incorporated into the SEPA Checklist. This Statement of Purpose and Need will be approved by the CITY Council at the first Study Session and prior to the first Open House to confirm their support. It will then be used as a means of communicating a consistent theme for the project at all stakeholder and community meetings.

Assumptions:

- The SEPA Checklist may be prepared subsequent to the 30% design submittal and will be based upon relevant project information known at that time to best complete the checklist as early in the project as possible.
- SEPA issuance will result in a MDNS or DNS and will not require an EIS to be prepared.
- The SEPA determination will not be appealed.



Agreement with Perteeet Inc.

- SEPA notifications and comment responses will be coordinated by the CITY.

Deliverables:

- Electronic copy of draft and final SEPA Checklist

4.2 Critical Areas Study, Wetland Mitigation Plan, and JARPA for Corps 404 Permitting

Three wetlands are mapped on the City of Sammamish wetland inventory, along the project corridor (and are likely to be impacted by the project). These are Wetland 1512 (Category III) southwest of the intersection of SE 4th Street and 228th Avenue SE and Wetland 1580B (Category IV) along north of SE 4th Street between 222nd Place SE and 224th Avenue SE. One stream is also mapped very near (or within) the project which is a tributary to George Davis Creek that crosses 228th Avenue SE at the intersection with SE 4th Street, and possibly associated with Wetland 1512. The CONSULTANT will prepare a Critical Areas Study to evaluate wetlands and streams, and provide related permit assistance for wetland impacts that are assumed to be necessary for the project. One (1) report will be prepared by the CONSULTANT for use by all agencies (local, state and federal) to review wetland impacts and mitigation.

- The CONSULTANT will conduct wetland delineations along the project corridor to current Corps of Engineers wetland delineation methods and data forms. This work assumes boundary determination and data collection for two (2) wetlands and possibly one stream in the project corridor. Wetland boundaries will be flagged or staked in the field by CONSULTANT ecological staff. Wetland flag or stake locations along boundaries and sample plots will be located at the same time by CONSULTANT ecological staff using a survey grade RTK GPS unit for inclusion and coordination with survey mapping efforts. One (1) field day is budgeted for two (2) staff to conduct the delineation and data collection.
- Wetland ratings will be conducted to both the revised 2008 and updated 2014 Ecology Wetland Rating Systems for Western Washington. Buffers will be evaluated and the project impacts and mitigation will be evaluated for consistency with the Sammamish Municipal Code and Federal and State standards.
- After wetland boundaries are mapped, the CONSULTANT will evaluate wetland impacts within the project limits. The project footprint will be evaluated in the context of the identified wetlands, stream, and buffers. Impacts to critical areas and buffers will be identified (e.g. permanent or temporary) and quantified.
- The CONSULTANT will prepare a conceptual mitigation plan to address permanent and temporary wetland impacts. Temporary buffer and wetland impacts will be addressed through native planting restoration. Permanent wetland impacts may be addressed through permittee-responsible mitigation at a location determined by the city or through an "in-lieu fee" mitigation program such as potentially available from King County. A migration option will be identified by the CITY, and the CONSULTANT will describe that option in the conceptual mitigation plan. CONSULTANT staff time to visit and describe the mitigation site identified by the city is assumed in this task.
- The Critical Areas Study and Wetland Mitigation Plan will be reviewed by the CLIENT prior to submittal to the Corps of Engineers. Review coordination and attendance at up to two meetings is assumed to facilitate review with the CITY.
- Once the Critical Areas Study and Wetland Mitigation Plan is prepared long with other needed studies and information, the CONSULTANT will prepare a JARPA form and attachments for submittal to the Corps for 404 Permit review. The JARPA will require that conceptual project drawings are prepared to illustrate the project action and impacts and mitigation. These drawings will be prepared with best available information early in the project to allow for the JARPA and attachments to be submitted to the Corps early in the project (possibly before 30% design completion).
- If impacts to wetland or stream buffers cannot be fully mitigated the CONSULTANT will prepare a Project Reasonable Use Exception (PRUE) for review and approval by the CITY.

**Assumptions:**

- Known wetland Information will be provided by the CITY to the CONSULTANT for the context of the project and may include recent studies prepared for nearby or adjacent projects.
- The Critical Areas Study and Wetland Mitigation Plan will be prepared to meet applicable requirements of the Sammamish Municipal Code.
- Less than ½ acre of wetland impact will occur and an Individual 404 permit will not be necessary.
- If additional analysis for the Critical Areas Study and Wetland Mitigation Plan beyond this scope for is requested by Corps/Ecology/tribes or local review, such work will be considered as an additional service beyond this scope of work and will necessitate a supplemental scope and fee.
- It is assumed that 401 Water Quality Certification will may be addressed by the Corps and separate consultation with Ecology for 401 review may not be necessary since the Corps can certify for a Nationwide 14 for linear transportation project, but if they Corps does not certify a separate JARPA submittal to Ecology will be necessary and time is budgeted for that contingency.
- Functions and values will be evaluated pursuant to those functions assessed for the updated 2014 Ecology Wetland Rating System. A detailed functions and values analysis will not be prepared.
- The mapped stream near 228th Avenue SE may not exist at this location (from discussions with CITY staff). No in-water stream work will be proposed and therefore an HPA from WDFW will not be needed or applied for.
- Costs for mitigation will be borne by the CLIENT.
- Review comments on the Critical Areas Study, Wetland Mitigation Plan, and JARPA will be combined into a single document by the CITY, and each document will be revised once by the CONSULTANT into a final document.
- No additional special meetings are assumed for this task.

Deliverables:

- Draft and Final Critical Areas Study and Wetland Mitigation Plan in electronic format for CLIENT review before submittal to the Corps.
- Draft and final JARPA submittal package in electronic format with specially formatted 8.5 x 11 project drawings for CLIENT review before submittal to Corps.
- Facilitation of Critical Areas Study and Wetland Mitigation Plan review with the Corps and one (1) minor revision and resubmittal.
- Mitigation and restoration plans (planting plans) for temporary impacts incorporated into project PS&E package.
- Project Reasonable Use Exception letter (PDF format)

4.3 Biological Evaluation (BE)

The CONSULTANT will provide a Biological Evaluation to facilitate Section 7 consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the federal services. The CONSULTANT will prepare the Biological Evaluation to submit to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area (the environmental and biological context of listed and priority wildlife species in the local watershed). The BE will include a review of current requirements for Biological Evaluations, species listings, and information for the current project along with a map prepared with GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- No in-water work will be necessary to complete the project.
- Review comments on the BE will be combined into a single document by the CITY, and the document will be revised once by the CONSULTANT into a final document.



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- The project will be designed to meet NMFS criteria for stormwater treatment and detention to support a “not likely to adversely affect” determination. No modeling will be required.
- A Not Likely to Adversely Affect determination will be granted based the assumption of no in-water work and avoidance of potential downstream impacts and effects to listed species or Essential Fish Habitat.
- If additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Assessment No Effect Letter in electronic format for CLIENT review before submittal to WSDOT.
- Production and submittal of Biological Assessment No Effect Letter and supporting documents to WSDOT and resubmittal to address minor comments if necessary.

4.4 Cultural Resources (Subconsultant to Perteet)

The CONSULTANT will provide a Cultural Resources Assessment to facilitate Section 106 consultation requirements of a Corps Permit with the State Department of Archeology and Historic Preservation (DAHP) and potentially affected tribes. This report will also be used for coordination with DAHP to address requirements of EO-0505. The CONSULTANT will complete a cultural resources assessment of the revised the Area of Potential Effect or project footprint where land disturbing activities are assumed to occur. The assessment will include an archaeological pedestrian survey and excavation of shovel probes to examine subsurface deposits for potential buried archaeological material. The CONSULTANT will also evaluate any buildings within the APE that are at least forty (40) years old to describe in the report.

Assumptions:

- Discovery of an archaeological site will require additional identification work beyond the present scope to evaluate its significance and arrive at appropriate assessments of adverse effects and treatment measures.
- Evaluation of buildings may result in a recommendation for additional documentation if a building is deemed significant.
- Review comments on the Cultural Resources Assessment will be combined into a single document by the CITY, and the document will be revised once by the CONSULTANT into a final document.
- If additional analysis beyond this scope for Cultural Resources is requested during Corps or DAHP/tribe review, such work will be considered as an additional service beyond this scope of work and will necessitate a supplemental scope and fee.

Deliverables:

- Draft and Final Cultural Resources Assessment in electronic format for Client review before submittal to the Corps with the JARPA package.
- Production and submittal of a final Cultural Resources Report update memorandum and supporting documents to the Corps and resubmittal to address one minor round of comments if necessary.
- Form EZ-1 for EO-0505 submitted to DAHP after 106 concurrence is administered by DAHP though the Corps permit. Compliance with EO-0505 is required due to TIB funding.

4.5 NPDES (NOI)

A Notice of Intent (NOI) will be prepared at the final design level and is required in order to obtain a Construction Stormwater General Permit from the State Department of Ecology prior to construction. The CONSULTANT will prepare Draft and Final Notice of Intent for NPDES Construction General Permit.

**Assumptions:**

- Permit fees will be paid by the Client.
- The Contractor will prepare the Stormwater Pollution Prevention Plan (SWPPP). The SWPPP is required in order to obtain a Construction Stormwater General Permit from the Washington State Department of Ecology.

Deliverables:

- Draft and final NOI form in electronic format for Client review before submittal to Ecology.

4.6. Preparation of Discipline Reports

Discipline reports will be prepared in a manner that allows the pertinent information to be transferred and summarized directly into the SEPA Checklist. It is assumed that the following draft discipline reports will be prepared, based on the Washington State Department of Transportation (WSDOT) discipline report outlines in the Environmental Procedures Manual:

- Transportation

The draft discipline reports will be reviewed for format, style, clarity, and consistency prior to review by the CITY. The CONSULTANT's senior experts will review the documents for substantive content and technical accuracy. Each draft discipline report will be reviewed once by the CITY. Review comments of the CITY will be combined into a single document for each discipline report for delivery to the CITY, and each discipline report will be revised once by the CONSULTANT into a final discipline report suitable for appending to the SEPA Expanded Checklist. Up to five (5) copies of each final discipline report will be delivered to the CITY.

4.6.1 Transportation

This discipline report will include an analysis of future traffic conditions for existing conditions, the year of opening (2017), and design year (2035) for the proposed project and the No Action alternative. Existing studies and reports prepared for the project site and vicinity will be gathered and reviewed. Existing traffic counts and traffic collision data for the previous five (5) years will be collected from the CITY. AM and PM peak hour traffic counts will be required at all seven (7) intersections to be analyzed (listed below). Average Daily Counts will be required at the northern and southern project termini. Only existing traffic counts (no older than 2010) will be used for evaluation of existing conditions.

The analysis will include an assessment of traffic impacts on existing and planned non-motorized facilities along SE 4th Street. The analysis will be qualitative and limited to SE 4th Street.

Forecasts of design year traffic volumes for the PM peak hours will be provided by the CITY. The CITY will meet with the CONSULTANT to discuss the method of forecasting traffic volumes.

LOS calculations will be performed to evaluate existing conditions and design year (2035) for the preferred alternative and the No Build alternative.

LOS calculations will be performed at the signalized intersection of SE 4th Street and 228th Avenue SE, and at the stop-sign controlled intersection of SE 4th Street and 218th Avenue SE. LOS calculations will also be prepared at the un-signalized intersections of SE 4th Street and 225 Place SE, 224th Avenue SE, and 222nd Place SE for both the AM and PM peak periods, roundabout LOS will be calculated where appropriate. Up to two (2) additional intersections will be evaluated at locations selected by the CITY.

Left turn pocket lengths will be recommended for intersections on SE 4th Street.

Additionally, traffic collisions will be analyzed for patterns or locations of concern. Included in the discipline report will be a discussion of how access modifications (i.e. driveway restrictions and/or relocations), if proposed, would impact access to properties adjoining SE 4th Street.



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Deliverables:

- Submit draft and one final copy of each Discipline Report via e-mail in PDF format.
- Submit five hard copies of both the draft and final versions of each Discipline Report via hand delivery.
- Submit camera-ready, unbound final version of each Discipline Report via hand delivery.

Task 5 – Geotechnical Reports

5.1 Baseline Geotechnical Services

HWA will prepare and submit to the CITY a geotechnical report to support design of the walls, potential Low Impact Development stormwater systems, and illumination on the project. The field exploration program will consist of drilling borings, and conducting field-testing to gather subsurface soil and groundwater information. This information will be used to identify specific recommendations for the design of walls, potential Low Impact Development (LID) stormwater systems, and illumination foundations.

HWA will prepare a hazardous materials screening memorandum for the project with respect to hazardous materials. The memorandum will identify existing and potential hazardous materials conditions; assess the impacts that existing hazardous materials might have on the project; and identify measures to mitigate potential impacts. The memorandum will including the following elements:

- a. Regulatory database review
- b. Historical aerial photograph review
- c. Site reconnaissance
- d. Review of reports documenting previous investigations (if available from Department of Ecology and/or the CITY)
- e. Prepare a hazardous materials technical memorandum

Prior to beginning the field exploration program, HWA will prepare a Geotechnical Work Plan Memorandum and submit to the CITY. The work plan will detail the proposed type and extent of field geotechnical explorations, and logistics necessary to perform the work such as traffic control plans. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The CITY will acquire any required permits.

Prior to conducting our field exploration program, HWA will mark the proposed boring locations and call for utility locates.

HWA will perform up to four (4) borings to obtain geotechnical and hydrogeological data; they will not be used to address environmental conditions. These borings will be drilled at the locations of proposed walls and luminary pole foundation. These borings will be drilled to a maximum depth of twenty (20) feet below ground surface off the shoulder of the roadway. HWA will note visual or olfactory observations regarding potential contamination that occur during the borings. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, HWA will properly contain the material on-site for disposal as mutually agreed upon by HWA, CONSULTANT, and the CITY prior to the borings. HWA assumes traffic control will consist of signage and flaggers for work in the right-of-way. HWA will provide flaggers. CITY will reimburse HWA for cost of flaggers.

HWA will install piezometers in two (2) of the bore holes. HWA will install data logging transducers in the wells to measure water levels over the course of up to eight (8) months. Water level information will be used in developing recommendations for dewatering. Well location will be selected, based on plans to be provided, to provide means for measuring dewatering performance during construction.



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Geotechnical laboratory tests will be performed on selected samples. Laboratory testing will include natural water content determinations, grain size analyses, and Atterberg Limits to determine the index properties of the subsurface soils at the site.

HWA will prepare and submit to the CITY draft and final versions of a Geotechnical Report that includes design recommendations for the walls, illumination foundations, stormwater vaults, and LID stormwater systems for the project. The report will include recommendations for how to perform dewatering to install the stormwater system and illumination foundations if high groundwater is detected.

Deliverables:

- Five (5) copies of the Geotechnical Work Plan Memorandum in hard copy form, delivered by US Mail.
- Five (5) copies of the draft Geotechnical Report in hard copy form, delivered by US Mail.
- Five (5) copies of the draft and final Hazardous Materials Report in hard copy form, delivered by US Mail.
- Five (5) copies of the final Geotechnical Report in hard copy form, delivered by US Mail. Final Geotechnical Report submitted via e-mail in PDF format.

5.2 Optional Service - PIT testing Services

This effort will be performed only after a management reserve release is completed. In the event that near surface soils and groundwater condition that are conducive to onsite infiltration are encountered in the geotechnical borings, a series of up to four (4) Modified Pilot Infiltration Tests (PIT) will be conducted to determine a design infiltration rate.

Prior to beginning the PIT testing, HWA will prepare a Geotechnical Work Plan Memorandum and submit to the CITY. The work plan will detail the logistics necessary to perform the work such as traffic control plans and site access. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the PIT locations. The CITY will acquire any required permits or rights of entry.

Prior to conducting the PIT testing program, HWA will mark the proposed PIT locations and call for utility locates.

Pilot infiltration tests will be conducted at up to four (4) locations of potential LID stormwater systems. HWA assumes all four (4) pilot infiltration tests will be conducted on the south side of the roadway to access the existing fire hydrants.

Geotechnical laboratory tests will be performed on selected samples. Laboratory testing will include natural water content determinations, grain size analyses, and Atterberg Limits to determine the index properties of the subsurface soils at the site.

Upon the completion of the PIT tests and associated analysis, the geotechnical report will be updated to reflect the results of the PIT tests.

Deliverables:

- Five (5) copies of the Geotechnical Work Plan Memorandum in hard copy form, delivered by US Mail.
- Five (5) copies of the updated draft Geotechnical Report in hard copy form, delivered by US Mail.

5.3 Optional Service - Deep Well Services

This effort will be performed only after a management reserve release is completed. If the near surface soils and groundwater conduction are not conducive to onsite infiltration, a series of deep borings will be advanced to determine the potential for the use of deep stormwater injection wells that would inject treated stormwater into permeable soils at depth.

Prior to beginning the deep borings, HWA will prepare a Geotechnical Work Plan Memorandum and submit to the CITY. The work plan will detail the logistics necessary to perform the work such as traffic control plans



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and site access. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the boring locations. The CITY will acquire any required permits.

Prior to conducting the additional drilling program, HWA will mark the proposed boring locations and call for utility locates.

Four (4) borings will be drilled in the vicinity of proposed LID stormwater facilities. These borings will be drilled to maximum depths of sixty (60) feet below ground surface to evaluate the potential of injections wells through the anticipated glacial till soils. Each of the deeper wells will be drilled within the travel lanes of the roadway.

Injection tests will be conducted at each deep well to determine the ability of the receiving soil to accept water.

Geotechnical laboratory tests will be performed on selected samples. Laboratory testing will include natural water content determinations, grain size analyses, and Atterberg Limits to determine the index properties of the subsurface soils at the site.

Upon the completion of the additional borings and associated analysis, the geotechnical report will be updated to reflect the results deep injection well analysis.

Deliverables:

- Five (5) copies of the Geotechnical Work Plan Memorandum in hard copy form, delivered by US Mail.
- Five (5) copies of the updated draft Geotechnical Report in hard copy form, delivered by US Mail.

Task 6 – Surveying/Basemapping

Services to be provided include control surveys, ground based topographic and planimetric mapping completion surveys. This information will be supplemented by digital orthophotography provided by the CITY to show visibly the corridor conditions outside of the field survey mapping limits. The CITY will provide the digital orthophotography in Mr. Sid format. LiDAR topographic survey information that is already available will also be utilized separately to help define drainage basins and geological features. Surveying will be sufficient to complete the preliminary and final design.

The CONSULTANT will procure utility locate services for utility paint marking prior to field survey. Utilities will be located in horizontal plane only. The utility location service will not investigate the depth of existing utilities. Wetlands and ordinary high water marks (OHWM) will also be delineated using different color flags for wetlands and OHWMs prior to the field survey.

Field surveys will be prepared along SE 4th Street to provide 1"=20', 1-foot contour interval design mapping from 228th Avenue SE to 218th Avenue SE (including each of these intersections, and 300-feet north and south of each intersection). Mapping limits will extend 60-feet either side of the roadway centerline. The CITY will acquire right-of-entries to provide access for surveying outside of the existing right-of-way.

6.1 Control Surveys

Control surveys for the project will include datum control surveys, ground control for topographic completion surveys and control surveys for road right-of-ways. Parcel boundaries will be determined from title reports provided by the CITY. Any property corners discovered during the field survey will be surveyed and included in the project basemaps.

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/91) horizontal datum; and North American Vertical Datum (NAVD 88). We will identify or establish approximately ten (10) horizontal control points and ten (10) vertical benchmarks for the project.



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6.2 Topographical Mapping Surveys

Ground based topographic surveys will be provided to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. The cross streets will be profiled 300 feet each side of the SE 4th Street roadway centerline. Field survey shall pick up curbs, edges of pavements, drainage structures, fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing utilities, traffic and business signs, striping, trees (including type and size), grade breaks and limits of landscape areas.

Surveying the horizontal and vertical location of wetland delineation flagging, ordinary high water mark, soil boring and ground-water monitoring wells is included in the item. Driveway centerlines and edges shall be surveyed to the end of each driveway (entire length of driveway to be surveyed). CONSULTANT will provide advance notification of survey work on private property. CITY will obtain Right of Entry for survey on private property. CONSULTANT will use appropriate signage and traffic control devices while performing field survey work.

All topographic survey mapping will be delivered in digital AutoCAD format, with standard APWA layering, symbology and attribute conventions. All mapping will be two-dimensional with individual line segments connecting points. Final digital files are to be contiguous at a 1-to-1 scale in model space. Point data blocks will include number identifier; elevation and description fields will also be included. Mapping is to be planimetric with digital terrain modeling. The mapping will comply with the National Map Accuracy Standards for 1" = 20' scale mapping, 1-foot contour interval.

6.3 Right-Of-Way Plans

The CONSULTANT will acquire title reports and determine the existing right-of-way limits for SE 4th Street within the project limits described at the beginning of this section to incorporate into the project basemapping. The CONSULTANT will use this information to prepare existing right-of-way plans for the project. Included in the right-of-way plans will be existing parcel lines. Right-of-way plans will be prepared at 1"=50' scale generally following the requirements of the WSDOT Plans Preparation Manual.

6.4 Basemapping

Compile the topographic survey into a project base map based on APWA standard layers, line types and symbols, developed from APWA standards, using AutoCAD 2015. Integrate the CITY-supplied digital orthophotography as a background. The orthophoto background will extend 300 feet north-and-south of SE 4th Street.

Deliverables:

- A continuous basemap file using AutoCAD 2015 with field survey data, orthophotography background, DTM surface, and support files suitable for external referencing into design files.
- Two (2) copies of existing Right-of-way plan in hard copy format.
- Two (2) copies of proposed Right-of-way plan in hard copy format, and one (1) digital copy in AutoCAD 2015 format.

Task 7 – 10% Design Level

7.1 Develop Roadway Design Criteria

Prepare a technical memorandum describing the geometric design standards to be utilized for the project design. Example items include roadway design speeds, horizontal and vertical curve criteria, vehicular lane widths, and non-motorized facilities. Supporting documentation will include why particular design criteria are recommended. Provide draft copy of Design Criteria memorandum for CITY review and comment. Incorporate comments into final Design Criteria memorandum that will guide roadway design.



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Deliverables:

- Draft and final technical memorandum submitted via e-mail in PDF format.

7.2 Conceptual Footprint Analysis

Develop a conceptual horizontal and vertical alignment alternative for SE 4th Street between 228th Avenue SE and 218th Avenue SE for use at the project workshops.

Deliverables:

- Strip map at 1"=50' scale (at full size scale) in hard copy via US Mail and PDF suitable for web viewing.
- Photo boards illustrating typical planting/urban design elements at 22" x 34" size in hard copy via US mail and PDF suitable for web viewing.

7.3 City Staff Workshop

The CONSULTANT will facilitate a Workshop with CITY staff to review the materials developed in Tasks 8.1 and 8.2. The Workshop will provide the CITY staff an opportunity to provide comments on the proposed design criteria and footprint analysis that would then be reflected in the development of 30% plans.

Deliverables:

- Meeting Agenda for Workshop submitted via e-mail in MS Word format 2 days before the Workshop.
- Meeting Minutes, submitted via e-mail in MS Word format within 1 week of the meeting.

Task 8 – Hydraulics Analysis

The results of this work will be summarized in a Technical Information Report (TIR) conforming to CITY standards (based on 2009 King County Surface Water Manual and Sammamish Municipal Code 21B.85). Coordination and concurrence with CITY staff on Task 8.1 will be completed prior to performing tasks 8.2 through 8.5. The CITY will provide available relevant studies in the area that the CONSULTANT will review. This may include data from the Town Center plan and developments in the area.

8.1 Identify Drainage Basins

Develop drainage basin maps for the project, including a breakdown of the Threshold Discharge Areas (TDAs) and respective discharge locations. A total of up to two (2) basins are assumed. The maps will identify the street drainage area limits and their relation to the CITY's established basins, contributing off-site drainage areas, direction of flow, existing conveyance and drainage facilities, and ground cover. The drainage maps showing contributing land located up-gradient (upstream) of the project will be based upon aerial orthographic photography provided by the CITY. This scope does not include conducting a detailed field survey of land-use, impervious areas, or land cover of the drainage basins. Drainage basin maps will be prepared for both the existing condition and the proposed roadway improvements. Conduct a downstream analysis consistent with the requirements of the KCSWDM for each project discharge location. This will be a visual inspection of the downstream routes for one quarter mile downstream of project discharge locations. CONSULTANT will provide CITY with a summary of downstream parcels needing right-of-entry permission for downstream observation. CITY will obtain right-of-access to parcels. A written assessment of the condition of the channel will be prepared with the downstream analysis. This scope does not include any detailed hydraulic capacity analysis or backwater analysis of the downstream conveyance systems.

Deliverables:

- Up to two (2) drainage basin maps at 1"=200' (at full size) or 1"=400' (at half size) scale for both existing condition and proposed drainage basins in hard copy, via US Mail and PDF format suitable for web viewing.
- Design Criteria memorandum listing design standards to be followed for stormwater management on this project.



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- Downstream drainage map identifying point discharge locations and downstream routes extending from the road project for one quarter mile. (To be submitted as part of the 30% Technical Memorandum).
- Downstream Analysis consistent with the KCSWDM.
- ArcMap Geodatabase of all GIS data developed for the Hydraulic Analysis

8.2 Water Quality Treatment, Flow Control and Conveyance

Perform a threshold analysis for each project TDA delineated in task 8.1, and determine sizes for the water quality treatment and flow control facilities for each TDA. Identify the stormwater quality treatment and flow control options for this project including proposed locations. Also identify property acquisition and easement needs for drainage, with input from CITY staff. Water quality options will specifically target how to meet the sensitive lake and enhanced basic treatment requirements and compare capital costs, the twenty year term maintenance cost, and any maintenance issues. Identify the approximate size and location of the proposed facilities for each of the drainage basins within the project. The approximate size of the facilities will be to determine the maximum probable land area needs. This scope does not include detailed grading plans of the drainage facilities that show catch points or proposed contours. Water quality treatment will use treatment options common to both Sensitive Lake Protection Menu and Enhanced Basic Water Quality or as approved by the CITY through a drainage adjustment. There will likely be several stormwater quality facility locations that will be needed to serve the length of the project. It is anticipated that as many as twelve (12) water quality facilities are to be sited.

Deliverables:

- Strip map at 1"=300' or 1"=500' scale of proposed flow control and water quality facility locations (include outfalls from task 8.3) in hard copy via US Mail and PDF format suitable for web viewing.
- Technical Memorandum summarizing flow control and water quality treatment recommendations including comparison criteria – 3 hard copies delivered in hard copy form and PDF copy as part of 30% submittal.

8.3 Technical Information Report (TIR)

Prepare a Technical Information Report (TIR) covering the results of the project's preliminary drainage analysis and conceptual design. The TIR will include concept plans developed from the project's preliminary engineering phase to document proposed stormwater facilities, a listing of probable options for drainage with a qualitative assessment of the alternatives, and drainage recommendations. The report will follow the King County TIR format and include the design information described in the Hydraulic Analysis task items identified in this scope.

Deliverables:

- Five (5) copies of the draft TIR for CITY review and comment submitted in hard copy form and delivered by US Mail (submitted with 60% design submittal).
- Five (5) copies of the final TIR in hard copy form, delivered by US Mail (submitted with 100% design submittal).
- Final TIR submitted via e-mail in PDF format.

Task 9 – Preliminary Engineering (30%)

Thirty percent, preliminary plans for a preferred design alternative will be prepared for the project, based on the preferred alternative identified by the CITY. It is assumed that the preliminary plans will fit on eight (8) "base sheets", utilizing 11" by 17" sheets at 1" = 40' scale.

At this time a total of up to fifty (50) plan sheets (based on eight base sheets) are assumed as necessary for the preliminary plans. These preliminary plans will be used as a basis for development of detailed plans in



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the PS&E phase of the project, and to develop a budget level opinion of cost for the project. Specific preliminary plans are anticipated to consist of:

- 9.1 Title Sheet (1 Sheet, Not to Scale)
- 9.2 Alignment and Survey Control Sheet (1 Sheet, Not to Scale)
- 9.3 Typical Roadway Sections (2 Sheets, Not to Scale)
- 9.4 Paving and Grading Plans (8 Sheets)

These plans will demonstrate the project footprint and will include horizontal and vertical alignment information, paving limits, proposed drainage conveyance system and water quality facilities, limits of cut/fill required and earth retaining systems. Preliminary right-of-way needs will be determined from these plans. Existing utility features will be shown in halftone (screened).

- 9.5 Stormwater Plan and Profiles (8 Sheets)

These plans will demonstrate the stormwater features for the project and will include conveyance, water quality, and detention systems. Preliminary right-of-way needs will be determined from these plans. Existing utility features will be shown in halftone (screened).

- 9.6 Channelization (8 Sheets)

Develop preliminary channelization for the project, including intersection channelization.

- 9.7 Utility Plans (8 Sheets)

These plans will demonstrate the project footprint and will include anticipated locations of water, sanitary sewer, power, natural gas, and communication facilities within the project right-of-way.

- 9.8 Roundabout Plans (8 Sheets)

Plan sheets for each of the 2 roundabouts anticipated for the project.

- 9.9 Wall Evaluation Plans (4 Sheets Assumed)

Preliminary wall locations along SE 4th Street required to minimize sensitive area impacts and to minimize property encroachments. Preliminary wall Elevations will be developed with a horizontal scale of 1"=40', and a vertical scale of 1"=10' (at half-size scale).

- 9.10 Landscaping/Urban Design Plans (8 Sheets)

These plans will illustrate the proposed landscaping and urban design elements for the project. Included will be proposed plantings general sidewalk paving treatments and location of site furnishings. Site furnishings include pedestrian lights, benches, litter and recycling receptacles, bike racks, and tree grates as applicable. Special paving treatments such as accent pavers will be included.

Assumptions:

- Irrigation will not be shown at this stage of project development.
- There will be only limited street furnishing installed in the public right-of-way.

- 9.11 Opinion of Cost

An opinion of cost will be prepared based on the 30% plans, and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices, and incorporate about a 30% contingency to account for the level of completeness of plan preparation, and to reflect past experience on similar projects within the region.

All plans will be developed to a 30% design level for review and concurrence by CITY staff. Plans will be submitted on 11" by 17", half size plan sheets. Scale at half size will be 1"=40'.



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Deliverables:

- Five (5) copies of the draft 30% plans and opinion of cost for CITY review and comment submitted in hard copy form and delivered by US Mail.
- Ten (10) copies of the final 30% plans, in hard copy form, delivered by US Mail submitted via e-mail in PDF format
- Five (5) copies of the final 30% Opinion of Cost, in hard copy form, delivered by US Mail
- Opinion of Cost electronic files (including all linked files) submitted by e-mail in Excel format.
- Electronic AutoCAD 2002 copies of the final 30% plans, delivered on CD-ROM by US Mail
- One (1) Camera read copy of the final 30% plans, in hard copy form, delivered by US Mail
- One (1) PDF copy of final 30% plans, in PDF format delivered on CD-ROM by US Mail.

Task 10 – Final Plans, Specifications and Estimate (60%, 90%, and FINAL)

Final design construction documents will be prepared based on the 30% plans. It is assumed that the preliminary plans will fit on eight (8) "base sheets", utilizing 11" by 17" sheets at 1" = 40' scale. All plans identified below will be developed at this scale unless noted otherwise.

At this time, a total of up to eighty-six (86) plan sheets (based on eight base sheets) are assumed to be necessary for the final design construction plans. Specific final design construction plans are anticipated to consist of:

10.1 Cover Sheet (1 Sheet, not to scale)

10.2 Legend and Abbreviation Sheet (1 Sheet, not to scale)

10.3 Survey Control and Alignment Sheet (1 sheet, 1"=100' scale)

10.4 Typical Roadway Sections (2 sheets, not to scale)

10.5 Site Preparation, Erosion Control Plans and Miscellaneous Details (9 sheets)

These plans will identify areas of removal and site preparation along with Best Management Practices for erosion control. Existing utility features will be shown in halftone (screened). One sheet to document details for Temporary Sedimentation and Control is included.

10.6 Paving and Grading Plans, Profiles, and Miscellaneous Details (10 sheets)

These plans will demonstrate the project footprint and will include horizontal and vertical alignment information, paving limits, proposed drainage conveyance system and water quality facilities, limits of cut/fill required and earth retaining systems. Any special pavement treatments and details will be included on these plans, along with street furniture. Existing utility features will be shown in halftone (screened). Two sheets to document details for curb ramps are included.

10.7 Roundabout Plans and Miscellaneous Details (8 Sheets)

These plans will provide the detailed intersection views necessary to construct the two (2) roundabouts for the Town Center area. Included will be curb ramp layout locations and dimensions, curb ramp schedules, pedestrian crossing details, and pavement event point locations (such as points of reverse curve, point of tangency and points of curvature). These plans will be developed at 1"=10' scale when plotted on full size sheets (22" x 34").

10.8 Drainage Plans/Profiles and Miscellaneous Details (10 sheets)

These plans will demonstrate the project footprint and will include proposed drainage conveyance system and water quality facilities. Existing utility features will be shown in halftone (screened). Two sheets to document details of anticipated water quality facilities are included.

**10.9 Utility Plans/Profiles with Miscellaneous Details (10 sheets)**

These plans will illustrate the underground power and communication systems, along with their respective vertical profiles. Crossing utilities will be shown as a single vertical line if the elevation is unknown. Existing utility features will be shown in halftone (screened). Two sheets to document details of anticipated power and communication facilities are included.

10.10 Channelization and Signing Plans and Miscellaneous Details (5 sheets)

Develop channelization and signing for the project, including intersection channelization. Plan views will be "stacked" so that there are two strips of the SE 4th Street corridor on each sheet. Included will be sign tables documenting sign type, size and location. One sheet to document details for channelization and signing is included.

10.11 Illumination Plans and Details (9 Sheets)

These will consist of plan sheets for the illumination system along the corridor, detailing luminaire pole and foundation locations, and associated conduit systems. One sheet to document details for luminaires, foundations, and associated conduit system is included.

10.12 Planting Plans and details (11 sheets)

Prepare planting for proposed landscape improvements in zone between roadway and sidewalk. Drought tolerant planting materials will be utilized, to the maximum extent feasible. Three sheets for planting schedules, notes and details will be included.

Assumption – it is assumed that no irrigation will be used on the project.

10.13 Construction Staging Plans (3 sheets assumed)

Construction staging plans will be included in the construction documents to guide the Contractor on required construction sequencing to maintain traffic in the corridor area during construction. Construction project stages will be illustrated on 11" x 17" plan sheets at 1"=100' scale.

10.14 Opinion of Cost

An opinion of cost will be prepared for the 60%, 90% and final contract plans, and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices, and incorporate contingencies to account for the level of completeness of plan preparation for each submittal, and to reflect past experience on similar projects within the region.

In providing opinions of probable construction cost, the CITY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the CONTRACTOR's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

10.15 Specifications

Prepare Contract Provisions ("Specifications") for the project based on English units for the 90% and final submittals. These will include Special Provisions for the items of work that are not covered by the 2014 WSDOT/ APWA Standard Specifications as well as bid and contract forms.

Plans and opinion of cost estimate will be submitted for the 60% level of design for review and comment by CITY staff. Plans, opinion of cost estimate, and specifications will be submitted for the 90% level of design for review and comment by CITY staff. CITY staff will consolidate all comments at each review stage into one package for response by the CONSULTANT. The CONSULTANT will prepare a proposed response to each comment received, and then conduct one meeting with CITY staff to reconcile any outstanding comments for each review stage. After reconciling comments at this



meeting, the CONSULTANT will prepare the final round of construction documents based on those resolved comments.

Task 11 – Right-of-Way Acquisition

This project is funded through a combination of City of Sammamish (CITY) funds and a Transportation Improvement Board (TIB) grant. Right of Way Acquisition services shall be provided by Universal Field Services, Inc. (UFS) applying the CITY's WSDOT approved procedures, the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the Washington State Department of Transportation (WSDOT) Local Agency Guidelines Manual, Section 25 - Right of Way Procedures.

Real property rights are assumed to be necessary from up to thirty-eight (38) parcels. Each parcel may entail both a partial fee simple acquisition and a temporary construction easement. Additional parcels or real property rights other than shown in Table A below will require an amendment to this Scope of Services and related fee estimate. In summary, this scope of work includes the acquisition of real property rights from up to thirty-four (34) separate parcels of real property. It is assumed there are no business occupants, residential occupants, or personal property displaced by this project, therefore relocation assistance is not required.

This Scope of Services is based on the following:

- Assume uncomplicated strip acquisitions in fee simple and temporary construction easements from up to thirty-four (34) separate parcels of residential use - improved property.
- Review of public on-line ownership information.
- Discussions with Perteet design team.

Note: Right-of-way plans or exhibits depicting the acquisition areas not available at this time.

Work Elements - The following work elements will be performed by UFS, unless otherwise noted:

A.1 Title/Ownership Review

- a.) Obtain title reports from Perteet.
- b.) Perform reviews of existing right of way and ownership information.
- c.) Provide the CITY with a parcel summary memo listing ownerships, title exceptions, etc.
- d.) Review special exceptions described in each title report to determine the CITY's acceptance of title at closing.

A.2 Preparation and Administration

- a.) Attend Kick Off meeting – CITY office
- b.) Discuss and strategize overall process with project team.
- c.) Provide sample acquisition documents, if requested, for the CITY's approval and use (i.e. offer letters, escrow instructions, easements, deeds, etc.). The CITY's current and existing forms will be used if available.
- d.) Prepare twelve (12) monthly progress reports and schedule updates.
- e.) Upon receipt of approved Determinations of Value from the CITY, prepare parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.
- f.) Attend up to three (3) progress meetings – CITY office.

A.3 Public Outreach Assistance

Assist Perteet / CITY in preparation of an "Introduction Letter" to all impacted property owners. Letter to describe the project including project purpose, identify the engineering and right-of-way team, the purpose of each team, estimated project schedule. The introduction letter will be delivered by the CITY.



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A.4 Project Funding Estimate (PFE)

It is assumed the acquisition of real property rights for each parcel of real property will be uncomplicated and less than \$25,000. Therefore, UFS will subcontract and manage the PFE process with the project appraiser, currently Appraisal Group of the Northwest. The PFE will be completed per WSDOT Local Agency Guidelines – Section 25. Generally, the PFE is a tool to be used for confirming estimated Right-of-Way costs and primarily for consideration of Appraisal Waivers when the estimated just compensation to property owners is \$25,000 (as approved by WSDOT for the CITY) or less and when the acquisition is uncomplicated. As part of the PFE, individual worksheets will be prepared for each parcel using comparable sales data determined by the project appraiser and information obtained from Parcel Exhibit maps depicting the acquisition areas including a table on each identifying the before area, the acquisition area, and the after area. All parcel worksheets will be combined into a project summary worksheet as part of the PFE report for review by the CITY.

The PFE provides the estimated Right of Way project costs and expenses broken down by parcel. The estimate summarizes Just Compensation to the Property Owners, Appraisal / Appraisal Review Fees, Negotiation Fees, Title / Escrow Fees, Property Management Fees, Relocation Fees, Relocation Payments, Condemnation and Incidental Costs. The PFE also provides reliable and consistent data support when determining the estimated amount of just compensation to property owners.

As a result of the PFE findings, the CITY may elect to either make Administrative Offers when estimated Just Compensation has been deemed to be \$25,000 (as approved by WSDOT for the CITY) or less and when the acquisition is uncomplicated, or complete Appraisal and Appraisal Review reports. Administrative Offers will be based on data and analysis presented in Administrative Offer Summary (AOS) worksheets derived from the PFE in lieu of an appraisal, in accordance with the CITY's approved Appraisal Waiver process.

Note: Administrative Offers - For offers exceeding \$10,000 and less than \$25,000, property owners will be informed if the offer is not based on an Appraisal and that one will be prepared if requested. If the property owner elects, an appraisal report together with a corresponding appraisal review report must be completed and a revised offer considered. *This requirement may have an impact on the approved right of way budget and project schedule.*

Note: Appraisal and Appraisal Review reports are excluded from this scope of work and related fee estimate. *If a property owner elects to have an appraisal, this will be considered additional work and can be performed by UFS and their sub-consultants for an additional fee.*

A.5 Acquisition Negotiation

- a. Acquire fee simple and temporary construction permits from up to thirty-four (34) separate parcels as shown in Table A below.
- c. Negotiate with each property owner and/or their representative in accordance with statutory and regulatory requirements, to secure the required right-of-way for the project.
- d. Coordinate administrative settlement approvals with the CITY.
- e. Negotiate as necessary with lien holders, assisting escrow in the closing process.
- f. Prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.
- g. Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts.
- h. Out-of-area owner(s) will be contacted by telephone and by certified mail.
- i. If negotiations reach an impasse, UFS will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.



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A.6 Parcel Closeout – Escrow Closing

- a. Upon securing required acquisition agreements, UFS will submit the necessary documents and closing instructions to the designated Title/Escrow Company.
- b. Work with the Title/Escrow Company in order to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY to provide clear title to the property being acquired.
- c. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents.
- d. Coordinate signatures on closing documents for submittal to the CITY and payment(s) to the owner(s).
- e. Coordinate with the Escrow/Title Company in filing documents with King County.
- f. Deliver completed files to the CITY.

A.7 Right-of-Way Certification

Since there are no federal funds in the project, Right of Way Certification through WSDOT Real Estate Services is not required. However, all parcel acquisition files will be prepared, completed and verified through a comprehensive UFS file checklist, similar to WSDOT Right-of-Way file reviews.

A.8 Legal Descriptions and Exhibits (prepared by Perteet):

Based upon engineering design and identification of proposed fee simple or easement acquisition needs, Perteet will prepare a legal description, with square footage area, suitable for recording. For each legal description, a corresponding exhibit map illustrating the described land will be prepared. Descriptions will be prepared for:

- Up to thirty-four (34) fee simple legal descriptions and exhibits.
- Up to thirty-four (34) temporary construction easement legal descriptions and exhibits.

Deliverables:

- Up to thirty-four (34) fee simple legal descriptions and exhibits (8-1/2 inch x 11 inch) for recording.
- Up to thirty-four (34) temporary construction easement legal descriptions and exhibits (8-1/2 inch x 11 inch) for recording.

Assumptions:

- Appraisals & Appraisal Review reports are excluded from this Scope of Work. Acquisition offers will be based on Administrative Offer Summary (AOS) worksheets derived from the Project Funding Estimate report and not on formal appraisals. If the property owner requests an appraisal, appraisals may be provided as a supplement to this scope of work and related fee estimate.
- Acquisition of utility easement rights for telephone, cable, gas, or any other private utility other than noted herein, are specifically excluded from this scope of work, unless noted otherwise.
- It is assumed there are no business occupants, residential occupants, or personal property displaced by the project. Therefore, Relocation Assistance services are not required or included in this scope of work.

UFS Deliverables:

- Administrative (ownership reviews / document preparation / twelve (12) monthly progress reports, attend kick off meeting, attend three (3) progress meetings, invoices, and schedule updates).
- Provide the CITY with thirty-four (34) parcel summary memos listing ownerships, title exceptions, etc. (subject to receipt of title reports).
- Assistance in preparation of a boilerplate "Introduction Letter" to all impacted property owners, to be delivered by the CITY.



Agreement with Perteet Inc.

- Right of Way Project Funding Estimate (PFE) and up to thirty-four (34) AOS worksheets.
- Prepare Parcel Acquisition files (to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations).
- Present Offers / Negotiations with each property owner shown in Table A below.
- Completed acquisition files.

Items to be furnished by the CITY or Perteet to UFS:

- Preliminary Commitments (Title Reports) for all parcels impacted will be obtained by the CITY and provided to UFS.
- The CITY will approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
- Perteet will provide Right of Way Plans, Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
- Perteet will prepare and provide to UFS legal descriptions in electronic format for all real property rights to be acquired.
- The CITY will provide all legal conveyance documents in electronic format (i.e.; offer letters, deeds, temporary construction permits, escrow instructions, payment vouchers, etc.). The CITY's current and existing approved forms will be used if available. UFS will provide sample documents if requested.
- The CITY will provide form approval of all legal conveyance documents (i.e. offer letters, deeds, temporary construction permits, payment vouchers, etc.) provided by UFS, prior to the CITY providing review and written approval of all determinations of value.
- The CITY will provide review and approval of all determinations of value derived from the PFE and AOS worksheets prepared by the project appraiser, and provide written authorization prior to offers being made to property owners.
- The CITY will provide payment of any and all compensation payments to property owners, escrow services, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
- The CITY will provide property owner contact information, if available, as well as diary information of any recent and ongoing discussions with the property owners throughout the project.

TABLE A						
No.	Tax Parcel No.	Taxpayer / Owner	Partial Fee Simple	Temporary Construction Easement	Property Valuation (See Note 1)	Relocation Type (See Note 2)
1	1240700093	Trumbo, Richard & Julie	X	X	AR	
2	1240700099	Leavitt, Brian & Diane	X	X	AOS	
3	1240700097	Leavitt, Brian & Diane	X	X	AOS	
4	1240700096	Clodt, Monte & Carol	X	X	AOS	
5	3325069057	Cardon, G. Paul & Dana	X	X	AOS	
6	3325069176	Maier, George & Heather	X	X	AOS	
7	3325069028	Hayes Family Trust, Gordon P.	X	X	AOS	
8	3325069041	Miller, August John & Michelle	X	X	AOS	
9	3325069060	Katt, Kyle & Lacey	X	X	AOS	
10	050900TRCT	Tract Lot	X	X	AOS	

Agreement with Perteet Inc.

11	0509000010	Miller, Robert & Gloria Ann	X	X	AOS	
12	3325069044	Kerb, Mary Jo	X	X	AOS	
13	3325069102	Gibson, Judith & Harvey	X	X	AOS	
14	3325069024	Liou, Anne	X	X	AOS	
15	3325069085	Dahners, Jason	X	X	AOS	
16	3325069016	Hall, Garland	X	X	AOS	
17	3325069138	Masset, Urban	X	X	AOS	
18	3325069091	Masset, Urban	X	X	AR	
19	3325069109	De Caro, Frank & Jennifer	X	X	AR	PPO
20	3325069164	Porter, Stephen	X	X	AOS	
21	3325069086	Porter, Steve	X	X	AR	
22	3325069017	Lynette & Chickman	X	X	AOS	
23	3325069064	Sammamish Town Center Investors, LLC	X	X	AR	
24	3325069027	Zheng, Tonglian & Weiping	X	X	AR	
25	3325069110	Dahners, Karen	X	X	AOS	
26	3325069157	(Anna Marie Meckem Revocable Living Trust) Meckem, Kenneth	X	X	AR	
27	3325069068	Zercher, Edward	X	X	AOS	
28	3325069174	Gao, Song & Jia, Yu	X	X	AOS	
29	3325069014	Henderson, Tami & William	X	X	AOS	
30	3325069021	Hoffmaster, Richard	X	X	AOS	
31	3325069063	Vivolo, Cherie	X	X	AOS	
32	3325069061	Vivolo, Pat & Cherie	X	X	AOS	
33	3325069056	O'Neill, Shaun & Denell	X	X	AOS	
34	3325069036	Hutten, Reiner & Elaine	X	X	AOS	

Task 12 – Assistance During Bidding and Conformed Construction Documents

12.1 Bid Period Support

The CONSULTANT will respond to Contractor questions as requested by the CITY during the bidding process. The CONSULTANT will also help prepare up to two minor (2) addendums for distribution to by the CITY during the bidding process. The effort for the preparation of addendums is limited to the fee identified in the attached fee schedule. The CONSULTANT will attend the bid opening, review the bids received, and provide recommendations to the CITY regarding bid award.

Assumptions:

- It is assumed that the CITY will prepare the bid tabulation.

12.2 Conformed Construction Documents

The CONSULTANT will modify the original bid documents to include any addendum and then reissue both the Contract Plans and Contract Provisions as a set of Conformed Construction Documents for use during



Agreement with Perteet Inc.

construction. Also included in the Conformed Construction Documents will be copies of the bid proposal for the Contractor who is awarded the project.

Deliverables:

- Electronic copies of addendums in PDF format, if required.
- Five copies of the Conformed Construction plans (half size, 1"=40' scale) and Conformed Construction specifications submitted in hard copy form and delivered by US Mail to the CITY. One hard copy original of the Conformed Construction plans (full size, 1" = 20' scale) and Conformed Construction specifications for reproduction by the CITY for construction purposes delivered by US Mail to the CITY.

Task 13 – Quality Assurance/Quality Control Program

13.1 Quality Assurance/Quality Control

The CONSULTANT will conduct an internal quality assurance program prior to major submittals. Major submittals are defined as the draft and final SEPA Expanded Checklists, the draft and final Geotechnical Reports, project basemapping, draft and final Design Criteria Technical Memorandum, draft and final Design Report, draft and final Hydraulic Technical Information Report, and each of the PS&E submittals. This task will supplement the continuous quality assurance program by conducting a detailed review of each major submittal for compliance with project criteria and consistency with the project goals.

Task 14 – Management Reserve

Additional services may be performed by the CONSULTANT at the request of the CITY, but only after written authorization has been given by the CITY defining the Scope of Services to be performed and schedule of Fee Compensation for said services.

Items to be prepared and/or furnished by the CONSULTANT

- See Deliverables under each Task

Items to be furnished by the CITY

- Copies of all previous studies and environmental documentation of the project.
- Copies of plans, profiles, cross sections, field topographic survey notes or documents available to CITY that will aid in the preparation of the plans and studies within the limits of the project.
- Output from the CITY's T-Model for the base and forecast 2035 years.
- As-built information of existing plans.
- Copy of consolidated comments received from review of the Environmental Checklist
- Meeting rooms for public meetings.
- Assistance in obtaining rights of entry needed for geotechnical studies, surveying, wetland delineations, etc.
- The CITY will be responsible for the printing, postage, and mailing of information to the community.
- The CITY shall provide relevant local land use and zoning documents.
- The CITY shall provide relevant digital maps available through the CITY's GIS including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, and 5) other maps as applicable.

Design Criteria

The CITY will designate the basis premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:



Agreement with Perteet Inc.

- Current AASHTO, "A Policy of Geometric Design of Highways and Streets."
- WSDOT and APWA, "Standard Specifications for Road and Bridge Construction."
- WSDOT, "Design Manual."
- WSDOT, "Materials Laboratory Outline."
- WSDOT, "Construction Manual."
- WSDOT, "Local Agency Guidelines."
- Highway Research Board's Manual entitled "Highway Capacity."
- FHWA and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways."
- Standard drawings prepared by City of Sammamish and furnished to the CONSULTANT shall be used as a guide in all cases where they fit design conditions.
- AASHTO "Guide for the Development of Bicycle Facilities."
- 2009 King County Surface Water Design Manual
- SMC 21B.85 DEVELOPMENT STANDARDS – INTERIM STORMWATER STANDARDS
- City of Sammamish Municipal Code
- City of Sammamish Interim Public Works Standards
- Interim Town Center Street Design Standards (Ordinance R2010-431)
- City of Sammamish Comprehensive Stormwater Plan
- City of Sammamish Trails Bikes and Paths Plan



Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: Sammamish-SE 4th St - 218th Ave SE to 228th Ave SE

Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	245.00	75.73	\$18,554
Sr. Associate	16.00	52.00	\$832
Sr. Associate	166.00	58.00	\$9,628
Sr. Associate	434.00	66.00	\$28,644
Lead Engineer / Mgr	128.00	41.00	\$5,248
Lead Engineer / Mgr	52.00	48.50	\$2,522
Lead Engineer / Mgr	86.00	50.00	\$4,300
Engineer III	966.00	35.75	\$34,537
Engineer III	640.00	36.25	\$23,201
Engineer II	48.00	30.50	\$1,464
Engineer II	834.00	32.75	\$27,314
Lead Technician/Designer	1,226.00	33.50	\$41,071
Lead Technician/Designer	40.00	38.50	\$1,540
Planner II	158.00	34.50	\$5,451
Professional Land Survey	31.00	30.50	\$946
Professional Land Survey	88.00	40.00	\$3,520
Office Technician	150.00	31.50	\$4,725
Field Technician III	120.00	32.50	\$3,900
Field Technician II	120.00	28.50	\$3,420
Survey Manager	55.00	44.50	\$2,449
Accountant	10.00	31.50	\$315
Clerical	76.00	18.50	\$1,406
Total Direct Salary Costs	5,689.00		\$224,987
Overhead @		183.13%	\$412,019
Fixed Fee @		32.00%	\$71,996
Total Labor Costs			\$709,002

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Utility Location Service	\$1,920.00
Title Report	\$17,000.00
Total Expenses	\$18,920.00

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
GPS System (2 Dual Freq. Recvrs)	3	\$300.000	\$900.00
Robotic Total Station	13	\$100.000	\$1,300.00
Mileage - \$.575	2,060	\$0.575	\$1,194.00
CADD/Computer	1,328	\$10.000	\$13,280.00
GIS	140	\$15.000	\$2,100.00
Total In-House Costs			\$18,774.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
AMEC Environmental & Infrastructure	\$11,982.00	1.00	\$11,982.00
Hough Beck & Baird, Inc.	\$83,189.00	1.00	\$83,189.00
HWA GeoSciences Inc	\$42,360.00	1.00	\$42,360.00

Exhibit 1

Lin & Associates	\$10,001.00	1.00	\$10,001.00
Universal Field Services, Inc.	\$204,154.00	1.00	\$204,154.00
Total Subconsultants	\$351,686.00		\$351,686.00

Other

Management Reserve	\$100,000.00
Total Other Costs	\$100,000.00

CONTRACT TOTAL	\$1,198,382.00
-----------------------	-----------------------

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Peter G De Boldt Date: September 29, 2015

Exhibit 1

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

Exhibit 1

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you 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 type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit 1



Meeting Date: October 6, 2015

Date Submitted: September 30, 2015

Originating Department: Public Works

Clearances:

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

Subject: 2015 Pavement Repair

Action Required: Authorize the City Manager to award and execute a contract with NPM Construction Co., for construction of the 2015 Pavement Repair Project totaling \$203,348.00 and to administer a construction contingency totaling \$20,300.00.

Exhibits:

1. Vicinity Map
2. Bid Summary

Budget: Account 101-000-542-30-48-51, 2015 Pavement Management Program
\$3,000,000 in the approved 2015-2016 Budget (This contract is within budget)

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsible bidder, NPM Construction Co., for construction of the 2015 Pavement Repair Project. Bids were opened on September 24th, 2015. Three bids were submitted.

Background:

This project is for localized pavement repairs on various city streets. This work involves repairs to stabilize localized slope and pavement subgrade failures. A portion of this work is being done to address subgrade repairs in advance of pavement overlays being planned for 2016 construction.

NPM Construction Co. submitted the lowest responsible bid in the amount of \$203,348.00. The engineer's estimate for this work was \$175,000.000. The difference between the engineer's estimate and the lowest bid is as a result of underestimating the unit costs of mobilization and temporary traffic control items.

Financial Impact:

This work is funded through the 2015 Street Fund, Roadway Overlay Program and it is within budget.

Account No. : 101-000-542-30-48-51, 2015 Adopted Budget	\$ 3,000,000
2015 Pavement Repair Project	(\$ 203,348.00)
2015 Pavement Repair Contingency (~10%)	(\$ 20,300.00)
Other Previously Approved Contracts ⁽¹⁾	(\$ 2,499,199.14)
2015 Inglewood Glen Repair (to be approved at 10/6/15 council meeting)	(\$ 99,887.50)
2015 Inglewood Glen Repair Contingency (~10%)	(\$ 10,000.00)
Remaining Budget	\$ 167,265.36

⁽¹⁾ Other approved contracts funded with this account are 2015 Pavement overlays, material testing, construction oversight assistance and other minor pavement repair projects.

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with NPM Construction, Co. for the construction of the 2015 Pavement Repair project in an amount of \$203,348.00 and to administer a construction contingency in the amount of \$20,300.00.

EXHIBIT 1- VICINITY MAP

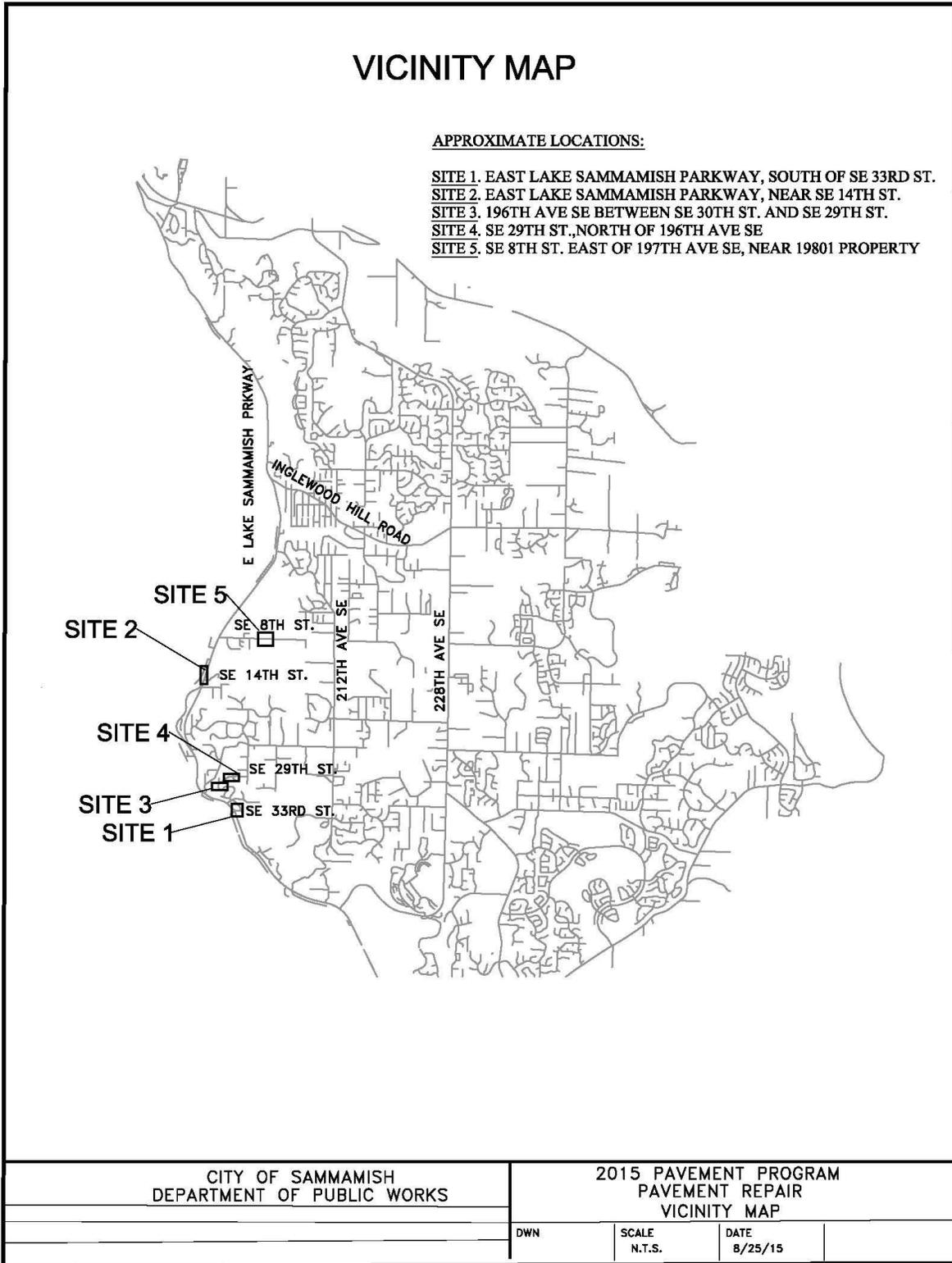


Exhibit 1

Exhibit 2



Meeting Date: October 6, 2015

Date Submitted: September 30, 2015

Originating Department: Public Works

Clearances:

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

Subject: 2015 Inglewood Glen Sidewalk & Roadway Repair

Action Required: Authorize the City Manager to award and execute a contract with Iron Creek Construction LLC. for construction of the 2015 Inglewood Glen Repair Project in an amount of \$99,887.50 and to administer a construction contingency in the amount of \$10,000.00.

Exhibits:

1. Vicinity Map
2. Bid Summary

Budget: 101-000-542-30-48-51, 2015 Pavement Management Program
\$3,000,000 in the approved 2015-2016 Budget (This contract is within budget)

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsible bidder, Iron Creek Construction LLC., for construction of the 2015 Inglewood Glen Repair Project.

Background:

This project is for localized sidewalk, curb and gutter and water seepage repairs at Inglewood Glen. This work is being done to address sidewalk & roadway damage in advance of pavement overlays being planned for 2016 Construction.

Bids were opened on September 24th, 2015. Five bids were submitted. Iron Creek Construction LLC. submitted the lowest responsible bid in the amount of \$99,887.50. The engineer's estimate for this work is \$140,281.00. The City confirmed with the low bidder, Iron Creek Construction LLC., that their bid amount contains no mistakes or any misunderstandings related to the scope of the project.

Financial Impact:

This project is funded through the 2015 Street Fund, Roadway Overlay Program and it is within budget.

Account No. 101-000-542-30-48-51, 2015 Adopted Budget	\$ 3,000,000.00
2015 Inglewood Glen Repair Project	(\$ 99,887.50)
2015 Inglewood Glen Repair Contingency (~10%)	(\$ 10,000.00)
Other Approved Contracts ⁽¹⁾	(\$2,499,199.14)
2015 Pavement Repair (to be approved at 10/6/15 council meeting)	(\$ 203,348.00)
2015 Pavement Repair Contingency (~10%)	(\$ 20,300.00)
Remaining Budget	\$ 167,265.36

⁽¹⁾Other approved contracts funded projects linked with this account are 2015 Pavement overlays, material testing, construction oversight assistance and other minor pavement repair projects.

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with Iron Creek Construction, LLC. for the construction of the 2015 Inglewood Glen Repair project in an amount of \$99,887.50 and to administer a construction contingency in the amount of \$10,000.00.

Exhibit 1

EXHIBIT 2: BID SUMMARY

		Bid Opening									
		City of Sammamish Public Works Department									
		Project: 2015 Inglewood Glen Repair									
		Bid Date & Time: Sep. 24th, 2015, 3:00 pm									
Bidder	Signed Proposal	Schedule of Prices	Bid Security Form	Acknowledgement of Receipt of Addenda	Non-Collusion and Debarment Affidavit	Minimum Wage Affidavit Form	List of Subcontractors	Statement of Bidder's Qualifications	Responsible Bidder Criteria	Total Bid Price	
1 Harkness Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$179,594.24	
2 NPM Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$131,604.20	
3 Iron Creek Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$99,887.50	
4 Westwater Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$288,570.00	
5 R. W. Scott Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$156,650.00	
6											
7											
8											

Engineer's Estimate: \$140,281.00

¹Form must be submitted within one hour after published bid submittal time.

²Form must be submitted within 48 hours after the published bid submittal time.

Exhibit 2



Meeting Date: October 6, 2015

Date Submitted: September 30, 2015

Originating Department: Parks and Recreation

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

Subject: City Hall HVAC software and equipment upgrade

Action Required: Authorize the City Manager to execute a contract with Johnson Controls, Inc. to perform the HVAC software and equipment upgrade.

Exhibits:

1. Contract
2. Scope of Work

Budget: \$25,000 was allocated in the 2015-16 Facilities Department Budget for the HVAC Software and Equipment Upgrade

Summary Statement:

The City Hall heating, ventilation and air conditioning (HVAC) system is controlled through a computer system that provides for remote monitoring and control. This remote monitoring system allows for troubleshooting and adjustments in order to keep the system running efficiently and to address problems as they arise. The HVAC system runs on *Metasys Building Automation* software.

Computer systems, including those controlling HVAC systems, can be vulnerable to hacking that could compromise other City information. The current system is out of date and needs to be updated to protect the integrity of the system and to protect the entire City of Sammamish computer network.

The contract with Johnson Controls, Inc. will upgrade the *Metasys Building Automation* software to the latest version (7.0) to increase system security, accommodate more recent Microsoft operating systems and increase energy efficiency. This upgrade will reduce system vulnerability to hacking through enhanced security measures incorporated into the software. The contract also includes the installation of equipment necessary to accomplish the software upgrade.

Replacement of the HVAC computer workstation will also be required for the upgrade and this will be accomplished in-house by City staff.

Background:

The HVAC software was originally installed in 2006 when City Hall was constructed. Since that time, Microsoft operating systems have been updated and additional security concerns related to hacking of HVAC software systems have arisen. This upgrade is necessary to improve system performance and protect the entire City of Sammamish computer network.

Financial Impact:

\$25,000 was allocated in the 2015-16 Facilities Department Budget for the HVAC software and computer equipment upgrade.

The contract amount is \$16,718 + W.S.S.T. An additional \$1,500 in contingency funds is requested to address unforeseen conditions that may arise during the installation of the new software and equipment.

Recommended Motion:

Authorize the City Manager to award and execute a contract with Johnson Controls, Inc. to upgrade the City Hall HVAC software system in the amount of \$16,718.00 + W.S.S.T. and authorize a contingency amount of \$1,500.



SMALL PUBLIC WORKS SERVICE CONTRACT

Between: City of Sammamish and Johnson Controls, Inc.
Project: City Hall HVAC Software Upgrade
Commencing: October 7, 2015
Terminating: December 31, 2015
Amount: \$16,718 + W.S.S.T.

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for City Hall HVAC Software Upgrade; 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.

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;

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

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

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

7. Prevailing Wages/Prevailing Wages

7.1 Performance Bond. Not required.

- 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

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

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

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

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

10. 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. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

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

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

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

Furthermore, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

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

TO CITY:

City of Sammamish, and
Department of Parks and Recreation

Contact Name: Sevda Baran

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: sbaran@sammamish.us

TO CONTRACTOR:

Contractor:
Johnson Controls, Inc

Contact Name: Michael Leahy

Street Address: Seattle Systems Branch (088)
22745 29th Drive SE STE 100

City, State, Zip: Bothell, WA 98021

Phone: (425) 398-6900

Contact email: Michael.A.Leahy@jci.com

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: Ben Yazici

By: Tom Mah

Title: City Manager

Title: Branch General mgr.

Date: _____

Date: 9-30-15

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- | | | |
|---|--|-------------------------------------|
| <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.: 39-0380010 Social Security No.: _____

Print Name: TOM MAHNER
Title: Branch General mgr.
Business Name: Johnson Controls Inc.
Business Address: 22745 29th Dr SE
Bothell, WA 98021
Business Phone: 425-398-6900

9-29-15
Date

Tom MA
Authorized Signature (Required)

Michael Leahy
 SEATTLE SYSTEMS BRANCH (088)
 22745 29TH DRIVE SE STE 100
 BOTHELL, WA 98021
 Date: 9/17/2015



City of Sammamish
 Sevdal Baran
 801 228th Ave SE
 Sammamish, WA 98075

Dear Ms Baran

It is our pleasure to submit this quote to upgrade your Metasys® Building Automation Software to the latest revision, 7.0. The new capabilities that the upgrade of your Metasys system will provide include improved security, additional support for more recent IT supported operating systems, IT friendly removal of public JRE dependence, greater scalability with additions of FAC, VMA 16 Series N2 protocol controllers, and energy saving integrated Occupancy sensors.

During your upgrade we will be installing new software in your facility. It will also be necessary to replace your NAE as it is an older version. We will do a system back-up prior to any new software installation to ensure that your system can be restored to its previous state if necessary. During the installation we may need access to each device to confirm the upgrade or troubleshoot any problems. The replacement of the Operator Workstation, Window Operating System, and Microsoft Office Software shall be by others.

The price to upgrade your system is:

Total Site 7.0 Upgrade Price (NAE Replacement)	\$ 12,786
Technician Support for two 1/2 Days (in Service Training PSA)	\$ 1,180
Add two VMA16s and NS Room Sensors, six control valves	\$ 1,811
New 1yr Software Subscription	\$ 940
Grand Total	\$ 16,718

We recommend that all customers maintain a subscription service to keep their Metasys system software up to date with the latest software revision. In addition, a major revision to Metasys (Version 8.0) is scheduled to be released in the summer of 2016, as part of this proposal the upgrade to Metasys 8.0 in 2016 is included.

Sincerely,

Mike Leahy
 Johnson Controls, Inc.

Exhibit 2



Meeting Date: October 6, 2015

Date Submitted: 9/30/2014

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: Eastlake High School Community Sports Field Turf Replacement Project

Action Required: Authorize the City Manager to execute a contract with DA Hogan and Associates Inc. for architectural services for the Eastlake High School Community Sports Field Turf Replacement Project.

Exhibits: 1. Contract

Budget: \$1 million is allocated in the 2015-2016 Parks CIP budget for the Eastlake High School Community Field Turf Replacement Project.

Summary Statement:

This contract is for architectural services for the Eastlake High School (EHS) Community Sports Field Turf Replacement project. The project will remove and replace the existing artificial turf, modify portions of the damaged perimeter fencing and install new soccer goal anchors.

DA Hogan and Associates, Inc. (DA Hogan) served as the prime consultant on the initial community sports field development project at EHS. Due to their familiarity with the site, and their previous work on the project, DA Hogan was selected to design and oversee the turf replacement project.

The scope of work includes design development, preparation of construction drawings and bidding materials, permit coordination, construction administration and project close-out.

Background:

In 2006, in partnership with the Lake Washington School District (LWSD), the City converted an existing, underutilized 3-acre grass practice field on the EHS campus into two multi-use sports fields. These fields, also known as EHS Fields 1 and 2, accommodate baseball, softball, lacrosse, football and soccer for adult and youth sports leagues as well as for students at EHS.

Having been in use for nearly 10-years, the turf is showing signs of breakdown that can no longer be repaired. Additionally, the City completes an annual compaction test (commonly referred to as g-max testing) which measures the shock attenuation performance of the field surface. To date, these tests

have indicated that the turf is performing within acceptable levels, but as the turf profile continues to wear down it is unlikely the fields will pass the compaction tests, resulting in unsafe playing conditions.

Project Schedule

- Design and Permitting: Fall/Winter 2015
- Bid: Feb/Mar 2016
- Construction: Spring/Summer 2015*
- Ball Field Opening: Late Summer 2015

*Project construction timeline to be coordinated with LWSD administration and EHS.

Recent bid results indicate that the construction market continues to be very competitive and we expect this trend to continue in 2016. To ensure we are receiving competitive bids for this project, we are planning to be out to bid in the February/March timeline, which requires us to begin design immediately.

Financial Impact:

The contract with DA Hogan for architectural services is in the amount of \$49,500. A total of \$1 million is allocated in the 2015-2016 Budget (Parks CIP) for turf replacement at the EHS fields.

Recommended Motion:

Authorize the City Manager to execute a contract with DA Hogan and Associates, Inc. for architectural services for the Eastlake High School Community Fields Turf Replacement Project in the amount of \$49,500 and authorize a \$5,000 design contingency to be administered by the City Manager.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: D.A. Hogan and Associates, Inc.

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

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed

Other (describe): _____

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

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this

Exhibit 1

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

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

Exhibit 1

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

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

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

Exhibit 1

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:
Company Name D.A. HOGAN & ASSOCIATES, INC
Contact Name ROBERT HARDING
Street Address 119 1ST AVE. S SUITE 110
City, State Zip SEATTLE, WA 98104
Phone Number (206) 285-0400
Email bobh@dahogan.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

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

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Robert Harding

Print Name: _____

Print Name: ROBERT HARDING

Title: City Manager

Title: PRINCIPAL

Date: _____

Date: 9-29-15

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

Exhibit 1

EXHIBIT A – SCOPE OF SERVICES

Jessi Bon, Parks Director
City of Sammamish
801 228th Ave SE Sammamish, WA 98075

Re: Professional Consulting Services for Eastlake High School Multi-Purpose Field Replacement

Dear Jessi:

D.A. Hogan & Associates, Inc. is pleased to submit this Scope of Services and Fee Proposal for the proposed multi-purpose field replacement at Eastlake High School. The project schedule is assumed to have construction occurring during the summer of 2016 and would take approximately 6 to 8 weeks. It is anticipated the project will be completed through a standard competitive bid process. Additionally, portions of the work may be completed in coordination with the Eastlake HS Stadium field improvement, in progress by the Lake Washington School District. I have assumed the actual construction work includes the following:

1. Removal of existing infilled synthetic turf
2. Repair/regrade existing permeable aggregate base
3. Repair existing edge anchor as required
4. Modify portions of high wear perimeter fencing to be 6ga.
5. Install new soccer goal anchors (8)
6. Install new infilled synthetic turf, duplicating the existing markings for soccer, lacrosse and baseball, as well as yard line indicators for football.

Several Additive Alternate Bid items are contemplated including:

1. Additive Alternate #1 - Install new supplemental elastic layer pad system above permeable aggregate and below turf field surface. Installation of the elastic layer pad will provide long term fall protection insurance, and allow the pile height of the turf to be reduced to 2”.
2. Additive Alternate #2 - Modify the infill to delete the typical SBR rubber infill and install coated SBR rubber infill. This would match the condition of the currently installed stadium field.
3. Additive Alternate #3 - Modify the infill to delete the typical SBR rubber infill and install Nike Grind rubber infill.

Attached please find the following:

Schedule A - Scope of Services
Schedule B - Fee Proposal

Please do not hesitate to contact me if you need further information. On behalf of D.A. Hogan & Associates, we look forward to continuing our excellent working relationship with the City of Sammamish and the Lake Washington School District.

Robert Harding, Principal
D.A. Hogan & Associates, Inc.

Exhibit 1

Professional Consulting Services for Community Sports Fields at Eastlake High School Synthetic Turf Field Replacement

SCOPE OF SERVICES

1.1 PHASE 1 – GENERAL SERVICE AND SCHEMATIC DESIGN PHASE

- A. Prepare a proposed design and construction schedule for review and approval by the owner.
- B. Confirm design program elements and areas of responsibility with Owner.
- C. Provide one (1) complete set of documents upon completion of each phase of the work.
- D. Participate in Parks Dept. and School District staff, Project Manager, and Field Committee planning meetings to establish a final scope of work and construction for the project.
- E. Prepare a preliminary site plan, identifying options for field configurations.
- F. Facilitate synthetic turf workshops and technical presentations for the Field Committee if requested. Specific emphasis will be placed upon alternative infills currently in the marketplace and successful installations in the Puget Sound.
- G. Coordinate and lead a field tour of various and similar facilities, identifying potential products for consideration for field surfaces.
- H. Participate in Two (2) Study Sessions or Open Council meeting to present information on infill materials.
- I. Prepare preliminary design and drawing preparation including field layout.
- J. Prepare preliminary construction specifications for all applicable work items.
- K. Calculation of initial construction cost estimates
- L. Consultation to Owner as requested
- M. Obtain Owner's written approval of the Schematic Design before proceeding with the Construction Document Phase.

1.2 PHASE 2 – CONSTRUCTION DOCUMENT DESIGN PHASE

- A. Final design of all systems and components including:
 - 1. Field Site Plan and Layout
 - 2. Field Layout and Synthetic Surfaces Composite Plans
 - 3. Specific Field Markings and Details for Soccer, Lacrosse and Baseball
- B. Working drawings and construction details.
- C. Construction specifications
- D. Bidding documents. The documents will be coordinated with City of Sammamish standard bidding procedures and documents.
- E. Update construction estimates as appropriate. Configure bid documents to keep project within estimated MACC.

1.3 PHASE 3 – BIDDING/PRICING

- A. Attend pre-bid conference
- B. Respond to questions by prospective bidders and subcontractors.
- C. Issue information for inclusion with addendum(s) as may be appropriate.
- D. Review of bids received, consultation and recommendations to Owner for award of applicable items.

1.4 PHASE 4 – CONSTRUCTION PHASE

- A. Coordinate and attend pre-construction conference with role of Owner's Representative. Distribute minutes as appropriate.
- B. Endorse for approval or disapproval all materials and equipment submitted by the Contractor.

Exhibit 1

- C. Conduct weekly construction meeting to be attended by Contractor and Owner. Take meeting minutes and distribute as appropriate.
- D. Conduct surveillance of construction to include visits to the site to observe the progress and quality of the work. Inspections to be coordinated and will occur concurrent with weekly construction meetings at the following approximate Schedule:
 - 1. At completion of Turf Removal
 - 2. At completion of finish grading adjustment to permeable aggregate base
 - 3. During layout/seaming of turf
 - 4. During layout/installation of field markings
 - 5. During infill of turf
 - 6. During field punch list
- E. Monitor construction progress and quality with decisions relative to contract performance. Document all progress with reports as appropriate.
- F. Issue instructions for and of the Owner to the Contractor and prepare RFI, field directives and changes orders, if applicable.
- G. Guard the Owner against deficiencies in the work and approve or disapprove work in conformance with the contract documents.
- H. Keep the Owner advised as to the progress of the work.
- I. Assure for the Owner that the completed project will conform to the requirements of the contract documents.
- J. Complete substantial completion inspection and generate and distribute discrepancy (punch list) items.
- K. Review and process contractor progress payment requests.
- L. Prepare and execute on behalf of the owner all changes to the work including Construction Change Directives (CCD), Change Order Proposals (COP) and Change Orders (CO). Tabulate and respond to Requests for Information from Contractor.
- M. Final inspection and certification of completion.

1.5 WORK NOT INCLUDED

- A. Full-time, on-site inspection
- B. Construction site survey and construction control bench marks
- C. Structural Engineering
- D. Cost of printing of review, bidding, and distribution costs
- E. Permit and Plan Check fees assessed by permit authorities.
- F. Laboratory charges for construction testing

1.6 OWNER'S RESPONSIBILITIES

- A. Assist the Consultant by placing at his disposal all available information pertinent to the site.
- B. Advertise for proposals from bidders and administer the opening of bids.
- C. Prepare such legal, accounting and auditing services as may be required by the Owner.
- D. With the assistance of the Consultant, obtain approval of all governmental authorities that have jurisdiction over the project.
- E. Designate a person to act as Owner's Representative.

1.7 CONSTRUCTION BUDGET

- A. The maximum allowable construction (MACC) budget for the project is estimated to be approximately \$960,000, not including Additive Alternate Bid Items. Total includes sales tax however is exclusive of design fees, survey, geotechnical investigation, permitting, construction testing, administrative and associated costs.

Exhibit 1

- B. In the event the lowest bid received exceeds the MACC by greater than 5% and the Owner elects to re-bid the project, the Consultant shall revise as necessary all documents for re-bid at no additional cost to the Owner.

COMPENSATION AND PAYMENT TO CONSULTANT

- A. We offer a lump-sum fee for all basic scope work as follows:

Schematic Design through Closeout (5.15% of MACC of \$960,000) \$49,500

- B. All Contractor construction negotiations and change order processing within original scope of project is included in this amount.
- C. An allowance of \$500 is requested for miscellaneous reimbursable expenses during the project including printing of multiple copies, expedited delivery or other similar out of pocket expenses.
- D. Progress payment for Consulting work to be as follows:

Completion of Phase 1 (30%)	\$15,640
Completion of Phase 2 (30%)	\$14,510
Completion of Phase 3 (5%)	\$2,420
Completion of Phase 4 (32%)	\$15,480
<u>Closeout (5%)</u>	<u>\$1,450</u>
Total	\$49,500

- E. Compensation for additional services that may be requested by the Owner, including expert witness in the event of any litigation, shall be as follows:

Principal Engineer	\$175.00 per hour
Principal Landscape Architect	\$175.00 per hour
Associate Principal Landscape Architect	\$150.00 per hour
Project Engineer	\$145.00 per hour
Landscape Architect	\$90.00 per hour
Construction Manager/Project Manager	\$90.00 per hour
Technical Staff/CAD Drafting	\$85.00 per hour
Landscape Designer	\$80.00 per hour
Administrative	\$50.00 per hour

- F. Expenses, outlined in paragraph 1.5 plus contracting, laboratory testing for construction quality control, etc., as requested and authorized by Owner to be paid by our firm shall be reimbursed at actual cost plus 0% administrative fee.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-2022262

Social Security No.: _____

Print Name: ROBERT HARDINKO

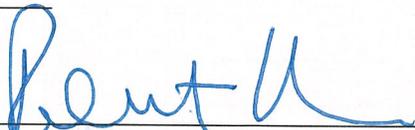
Title: PRINCIPAL

Business Name: D.A. HELGAN & ASSOCIATES, INC

Business Address: 119 1ST AVE. S., SUITE 110, SEATTLE, WA 98104

Business Phone: (206) 285-0400

9-29-15
Date


Authorized Signature (Required)



Meeting Date: October 6, 2015

Date Submitted: 9/30/2015

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: Sammamish Community and Aquatic Center Project, Construction Materials Testing and Special Inspection – Additional Services

Action Required: Authorize the City Manager to sanction Additional Services to Kleinfelder for Construction Materials Testing and Special Inspection Services for the Sammamish Community & Aquatic Center Project

Exhibits: Supplemental Agreement – Amendment 2

Budget: The project budget for the Sammamish Community and Aquatic Center is \$34,500,000 of which approximately \$3,000,000 is allocated for consultant services and other “soft costs.”

Summary Statement

The Supplemental Agreement is for additional services required to complete the remaining construction materials testing and special inspection services for the Sammamish Community & Aquatic Center project.

At a regular meeting held on June 17, 2014, City Council authorized the City Manager to execute a contract with Kleinfelder to provide construction materials testing and special inspection services for the Sammamish Community & Aquatic Center Project in the amount of \$101,819.60. In addition, Council authorized a 15% contingency (total authorization \$117,092.54) for additional services.

Kleinfelder has diligently performed services since June 2014 and has been prompt in responding to scheduling requests from the contractor. Additional visits were required to observe any over excavation and associated backfill of unsuitable soils and to develop recommendations for approval of native material to be used as fill. In July 2015, the City Manager signed a Supplemental Agreement, Amendment 1, in the amount of \$15,272.74, expending the 15% contingency for these additional services.

With three months of construction remaining, Kleinfelder has put together a proposal to complete the remaining services for the project. Their original fee estimate was based on an assumption of the

general contractor's construction schedule and sequencing. The remaining geotechnical scope includes subgrade inspection for rock walls and compaction testing for retaining walls and driveways and parking area subgrades. Special inspection is also required for the last pour for post tensioned concrete in the parking garage and for site walls. The rest of the fee is for associated material testing and project management.

Contract Scope

The scope of work under this contract consists of geotechnical engineering inspection and materials testing to verify that material installed in place reflects the quality indicated in the plans and specifications. Geotechnical engineering materials and testing services will include foundation subgrade verification and compaction testing for all site retaining walls, basement walls and spread footings, driveways and the parking areas. Services will also consist of monitoring of rockery wall construction, placement and compaction of import fill and trench backfill, and placement of regular and porous asphalt. Sampling of concrete and asphalt is also included in the scope of work.

In addition, the International Building Code prescribes a minimum amount of testing to demonstrate code compliance for key structural systems for both the building and the parking garage and associated site improvements. Testing is anticipated to include structural testing and inspections for all reinforced concrete, post tension decks tendon placement and stressing, structural steel welding and high strength bolting.

Project Background:

The Sammamish Community and Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public Library. The project also includes an access loop road, structured parking and surface parking. The building includes a 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, a main and auxiliary gym, a jogging track, fitness space and group fitness rooms, a break room, a family center room, meeting space, child watch areas and administrative areas. Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.

Financial Impact:

The total authorization amount requested for the additional services is \$18,500. This includes a supplemental agreement with Kleinfelder in the amount of \$16,500. The remaining authorized amount of \$2,000 will cover any overruns (if needed), to be administered by the City Manager.

The total project budget for the community center project is \$34,500,000. This budget includes an allocation for consultant services and other "soft costs" in the amount of \$3,003,436.56. Construction materials testing and special inspection services was anticipated as part of this project and funding was allocated in the consultant budget. Furthermore, adequate funds are available in the 5% construction contingencies (\$1,400,190.62) authorized by City Council to cover these additional services.

Recommended Motion:

Authorize the City Manager to execute a supplemental agreement with Kleinfelder for \$16,500 for additional services for construction materials testing and special inspection services for the Sammamish Community and Aquatic Center project and authorize an additional \$2,000 contingency (total authorization not-to-exceed \$18,500) for overruns if needed.



September 29, 2015
Kleinfelder Project No.: 20151381.001A

Ms. Anjali Myer, PLA
Parks Project Manager
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98074

**SUBJECT: Additional Budget Request for Special Inspection and Testing Services
Sammamish Community and Aquatic Center**

Dear Ms. Myer:

The following request is for additional budget authorization to provide Geotechnical and Structural Special Inspection and testing services for the construction of the City of Sammamish Community and Aquatic Center.

Construction sequencing and schedule as well as materials usage has changed since our original estimate provided on June 1, 2014. Our estimate for completing Geotechnical and Structural Special Inspection and testing services as per the scope of the original contract and additional work of concrete slab moisture testing at the Community and Aquatic Center is \$23,778.00. As of September 8th 2015 we have a balance of \$7,279.00 from our original contract. At this time we are requesting additional funds to the amount of **\$16,500.00** for completing Geotechnical and Structural Special Inspection and Testing services.

Task 1 – Geotechnical Observation and Testing

We anticipate the following visits for subgrade inspection, over excavation observation and density testing for fill. These visits will be required during building of rock walls, road and sidewalk construction. Fill compaction testing will be required at the west detention vault, north and patio retaining walls, garage building and subgrade for roadways and parking area subgrades.

Geotechnical Engineer inspection includes:

- Rock Wall Subgrade 4 visits
- Pavement Subgrade 4 visits

Geotechnical Technician

- Fill Compaction Density Testing 10 visits

Task 2 – Special Inspection and Materials Testing – Non Destructive Testing

We anticipate the following visits for the completion of reinforced concrete and post tensioned concrete construction at the parking garage and site walls.

- Reinforced Concrete Inspection 8 visits
- Post tensioned concrete Inspection 2 visits
- Concrete Sample Pick up 10 visits

Task 3 – Miscellaneous Materials Testing

We anticipate the following visits for density testing of asphalt paving for roads and parking areas and concrete slab moisture testing as approved per email dated 3rd September 2015 from Anjali Myer at the Community and Aquatic Center building.

- Asphalt Paving Density Testing 4 visits
- Slab Concrete Moisture Testing 2 visits

Task 4 – Laboratory Materials Testing

We anticipate that the following testing will be required to be performed at our laboratory for supporting field inspection and testing

- Sieve Analysis 3 each
- Moisture Density Analysis 3 each
- Concrete Cylinder (4 inch) 40 each
- Asphalt Maximum Density (Rice) 4 each
- Asphalt Extraction and Gradation 1 each

Task 5 – Project Management & Reports

We request additional project management time and mileage to support this additional work. Please refer to attachment A for details.

If you have any questions please do not hesitate to contact us.

Sincerely,

KLEINFELDER



Teajalam Gounden
Project Professional



Rick Della
Operations Manager

Attachments: Summary of Additional Budget Request

Exhibit 1



Meeting Date: October 6, 2015

Date Submitted: September 29, 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: Interlocal Agreement For the Watershed Basins within Water Resource Inventory Area 8 (WRIA 8)

Action Required: Authorize the City Manager to enter into an Interlocal Agreement with other WRIA 8 jurisdictions for the period from January 1, 2016 to December 31, 2025 including Regional Watershed Funding WRIA Based Cost Sharing.

Exhibits:

1. Interlocal Agreement
2. Exhibit A Regional Watershed Funding WRIA Based Cost Share for WRIA 8 2016

Budget: The 2015-16 Surface Water Management Fund allocates \$25,000 under Account Number 408-000-531-31-51-01 to cover the City's participation in WRIA 8 salmon conservation activities.

Summary Statement:

The City of Sammamish, along with 27 other city and county governments, have been engaged in planning efforts designed to conserve salmon habitat along our common waterways. At its meeting on July 16, 2015, the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Salmon Recovery Council (SRC) unanimously approved the final WRIA 8 Interlocal Agreement (ILA) for 2016 – 2025 for consideration by each WRIA 8 partner local government. The current WRIA 8 ILA expires on December 31, 2015. The Interlocal Agreement between these jurisdictions will continue current partnership efforts for an additional 10 year period, from January 1, 2016 to December 31, 2025.

Background:

Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999. Jurisdictional participation in an Interlocal Agreement demonstrates a commitment to proactively work to address the ESA listing of Chinook salmon. Jurisdictional parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8. In Resolution R2005-200, the City of Sammamish ratified the WRIA 8 Chinook Salmon Conservation Plan. Currently, two City Council members represent the City of Sammamish in the WRIA 8 Salmon Recovery Council.

Financial Impact:

The approved 2015-16 Surface Water Management Fund budget allocates \$25,000 under Account Number 408-000-531-31-51-01. The Regional Watershed Funding WRIA Based Cost Sharing for 2016 is estimated to be \$18,675, which will be adjusted to include the Klahanie annexation area in 2017.

Recommended Motion:

Authorize the City Manager to enter into an Interlocal Agreement with other WRIA 8 jurisdictions for the period from January 1, 2016 to December 31, 2025, including Regional Watershed Funding WRIA Based Cost Sharing.

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation.

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore salmon habitat; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.
- 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The **WRIA 8 Salmon Recovery Council** created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the **WRIA 8 Salmon Recovery Council** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the **WRIA 8 Plan**. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
- 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** **WRIA 8 Plan** as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
- 1.4. **MANAGEMENT COMMITTEE:** **Management Committee** as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the **WRIA 8 Salmon Recovery Council**, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the **WRIA 8 Salmon Recovery Council's** behalf.
- 1.5. **SERVICE PROVIDER(S):** **Service Provider(s)**, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service Provider(s)** may be a party to this Agreement.

- 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
 - 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan**
 - 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
 - 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
 - 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
 - 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
 - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

Exhibit 1

- 2.8 To .develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- 2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the **WRIA 8 Plan** from January 1, 2016 through December 31, 2025. Once effective, this Agreement shall remain in effect through December 31, 2025; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.
4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "**WRIA 8 Salmon Recovery Council**") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**, to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments, and other interested public agencies and tribes, located wholly or partially within the management area of WRIA 8 and the Lake Washington/Cedar/Sammamish watershed basins and associated Puget Sound drainages who

choose to be parties to this Agreement. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon Recovery Council** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the Management Committee. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

4.1.1 Services to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary **Service Provider** unless the party members pursuant to the voting provisions of Section 5 choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 The **Management Committee** shall make recommendations to the party members of the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the party members of the **WRIA 8 Salmon Recovery Council**.

- 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority and mandate to establish and adopt the following:
- 4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as more current data become available, and in accordance with Section 2.2. Individual party cost shares may change more frequently than every three years for parties involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by, the **WRIA 8 Salmon Recovery Council**.
- 4.2.2 Review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider(s)** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any **Service Provider(s)**, at least every three (3) years, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the Agreement
- 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.
- 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

- 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
 - 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.
 - 5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.
 - 5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
 - 5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
 - 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.
 - 5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid

and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a “no” vote.

- 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.
 - 5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.
 - 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.
 - 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be effective and binding must comply with the following provisions:

- 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.
- 6.2 In the event that any amendments are not so approved, they shall be returned to the committees **of the WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.

- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
- 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the **Fiscal Agent** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.9.

TERMINATION. This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is possible that the makeup of the parties to this Agreement may change from time to time. Regardless of any such changes, the parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery Council* or any of the parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

Exhibit 1

- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF CLYDE HILL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF EDMONDS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF LAKE FOREST PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MEDINA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MERCER ISLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MILL CREEK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF NEWCASTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF RENTON:

By: _____

By: _____

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Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF SAMMAMISH:

By: _____

By: _____

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Date: _____

Exhibit 1

Approved as to form:

CITY OF SEATTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF SHORELINE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

SNOHOMISH COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

CITY OF WOODINVILLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

TOWN OF WOODWAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Approved as to form:

TOWN OF YARROW POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2016

Total : \$553,713

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annual increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)	Assessed Value (AV)	Area (Sq. Mi.)	Cost-Share Amount (Average of Pop, AV, Area)	WRIA 8 Jurisdiction
Beaux Arts	290	\$104,734,000	0.08	0.0%	Beaux Arts
Bellevue	132,100	\$33,167,992,493	33.53	7.2%	Bellevue
Bothell	40,540	\$5,955,222,655	13.66	2.9%	Bothell
Clyde Hill	2,980	\$1,714,510,000	1.06	0.2%	Clyde Hill
Edmonds	39,950	\$7,512,735,402	8.99	1.9%	Edmonds
Hunts Point	395	\$784,473,000	0.28	0.1%	Hunts Point
Issaquah	32,130	\$6,132,631,583	11.4	2.4%	Issaquah
Kenmore	21,170	\$2,835,378,679	6.14	1.3%	Kenmore
Kent	0	\$1,714,000	0.45	0.1%	Kent
King County (Uninc.)	129,665	\$16,265,512,387	166.03	35.7%	King County (Uninc.)
Kirkland	81,730	\$14,356,215,877	17.81	3.8%	Kirkland
Lake Forest Park	12,680	\$1,844,674,400	3.51	0.8%	Lake Forest Park
Maple Valley	2,454	\$357,899,600	1.3	0.3%	Maple Valley
Medina	3,000	\$2,822,326,500	1.41	0.3%	Medina
Mercer Island	22,720	\$9,132,580,404	6.21	1.3%	Mercer Island
Mill Creek	18,600	\$3,048,481,121	4.68	1.0%	Mill Creek
Mountlake Terrace	20,160	\$2,269,630,481	4.17	0.9%	Mountlake Terrace
Mukilteo	20,440	\$3,843,580,393	6.00	1.3%	Mukilteo
Newcastle	10,640	\$1,888,944,600	4.46	1.0%	Newcastle
Redmond	55,840	\$11,941,569,998	16.45	3.5%	Redmond
Renton	59,193	\$6,961,057,377	13.81	3.0%	Renton
Sammamish	48,060	\$8,110,684,304	17.05	3.7%	Sammamish
Seattle	435,487	\$92,061,834,922	53.01	11.4%	Seattle
Shoreline	53,670	\$7,322,409,100	11.59	2.5%	Shoreline
Sno. Co. (Uninc.)	159,369	\$20,454,964,615	55.51	11.9%	Snoh. Co. (Uninc.)
Woodinville	10,990	\$2,507,893,071	5.66	1.2%	Woodinville
Woodway	1,300	\$441,766,909	1.08	0.2%	Woodway
Yarrow Point	1,015	\$838,037,500	0.36	0.1%	Yarrow Point
Totals	1,416,568	\$264,679,455,371	465.69	100.0%	Totals
					\$553,713

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

Exhibit 2

COUNCIL  *MINUTES*

Special Meeting
September 1, 2015

Mayor Tom Vance called the special meeting of the Sammamish City Council to order at 3:30 pm.

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama (Arrived 3:53 pm)
Councilmember Nancy Whitten (Arrived 3:35 pm)

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Jessi Bon, Parks & Recreation Director
Kellye Hilde, Parks & Recreation, Project Manager
Jeff Thomas, Community Development Director
Evan Maxim, Senior Planner
Joe Guinasso, Finance and Technical Services Director
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk
Lita Hachey, Deputy City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Gerend led the pledge.

Approval of Agenda and the Consent Agenda

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

Public Comment

Dr. Tracy Pierce, Superintendent of Lake Washington School District, Today is the first day of school. She gave the Council a report on the state of the School District.

George Tosky, 2727 E Lake Sammamish Parkway NE, Spoke on behalf of Sammamish Homeowners group (SHO) regarding the Shoreline Substantial Development Permit appeal for the East Lake Sammamish Trail.

Reid Brockway, 167 E Lake Sammamish Shore Lane NE, Spoke regarding the same topic as the last speaker.

Christine Malchow, 20920 SE 8th Place, Spoke regarding the 6-year Transportation Improvement Plan.

Mary Lou Pauly, Issaquah City Councilmember and FISH Board Member Kelly Richardson, Spoke regarding the Issaquah Salmon Hatchery and the FISH program. They requested \$20,000 to support educational programs, in addition to the \$8,000 already allocated for the fish restocking program.

Dale Morrow, 21133 NE 42nd Street, Spoke regarding the SE 42nd Street Barricade.

Greg Reynolds, 4329 210th Place NE, Asked Council to add the SE 42nd Street Barricade review process to the Council schedule. He also spoke about the proposed tree regulations.

Alex Pfaffe, 20012 NE 39th Lane, Spoke regarding the SE 42nd Street Barricade.

Consent Agenda

Payroll for period ending July 31, 2015 for pay date August 5, 2015 in the amount of
\$ 354,727.10

Payroll for period ending August 15, 2015 for pay date August 20, 2015 in the amount of
\$ 334,933.93

Approval: Claims For Period Ending August 4, 2015 In The Amount Of \$4,235,129.37 For Check No.
40978 Through 41119

Approval: Claims For Period Ending August 18, 2015 In The Amount Of \$2,711,590.60 For Check No.
41120 Through 41255

Approval: Claims For Period Ending September 1, 2015 In The Amount Of \$2,162,587.57 For Check No.
41256 Through 41348

Resolution: Establishing A Travel Policy That Conforms To State Law Requirements For
City-Related Travel And Travel Expense Reimbursements

Bid Rejection: Sammamish Landing Restroom and Pedestrian Access Project/Accord Construction

Amendment: On-Call Building Code Inspections/BHC Consultants

Authorization: Vehicle Purchase

Authorization: Vehicle Purchase Amendment

Approval: Minutes July 7, 2015 Regular Meeting

Approval: Minutes July 14, 2014 Special Meeting/Study Session

Approval: Notes July 20, 2015 Committee of the Whole Meeting
 Approval: Minutes July 21, 2015 Regular Meeting

Council Committee Reports

Councilmember Keller reported on the Eastside Fire & Rescue (EF & R) Personnel Committee meeting. Deputy Mayor Huckabay reported on several EF & R meetings.

Public Hearing

Ordinance: Repealing The Sammamish Comprehensive Plan; Adopting The 2015 Sammamish Comprehensive Plan; Providing For Severability; And Establishing An Effective Date

Mayor Vance explained that Council will not be adopting the Comprehensive Plan tonight. Instead, they will consider and make decisions on 63 proposed changes. Based on the decisions made tonight, the Comprehensive Plan will be revised and a clean copy of the Plan will be available by the last week of September, 2015. The final plan will be presented for adoption at the October 13, 2015 Special Meeting.

Councilmember Whitten requested a complete list of the small edits for Council review at the next meeting.

Public Hearing continued at 4:35 pm

Public Comment

Erica Tiliacos, Representing Friends of Pine Lake, Thinks the review should be done by comparing the comments received to the policy. She offered written comment on proposed changes to the Comprehensive Plan.

Jan Bird, 3210 221st Avenue SE, Spoke regarding the removal of the term “Wildlife Corridors”.

Ilene Stahl, 21553 SE 28th Lane, Spoke regarding the process of the Comprehensive Plan.

Public hearing was continued to October 13, 2015 Special Meeting at 4:46 pm.

The following is a list of the 63 proposed changes (see attached City Council Proposed Changes for September 1, 2015 table sections 1 through 16). They were discussed and staff was given direction on changes to be made. (For complete information on the proposed changes please see the meeting video available on the City’s website at www.sammamish.us.)

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i) 5:30 pm

Council retired to Executive Session at 5:30 pm and returned at 6:30 pm. No action was taken.

Resume Meeting

6:30 pm

Presentations/Proclamations

Proclamation: National Recovery Month

Whereas, behavioral health is an essential part of health and one's overall wellness, and

Whereas, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

Whereas, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

Whereas, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

Whereas, in 2013, 2.5 million people aged 12 or older received specialty treatment for a substance use disorder and 34.1 million adults aged 18 or older received mental health services, according to the *2013 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

Whereas, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, and the City of Sammamish invite all residents of Sammamish, Washington, to participate in National Recovery Month.

Now and therefore, I Tom Vance, on behalf of the Sammamish City Council, do hereby proclaim the month of September 2015 as **National Recovery Month** in the city of Sammamish and call upon the people of Sammamish to observe this month with appropriate programs, activities and ceremonies to support this year's Recovery Month.

Signed this 1st day of September, 2015

Proclamation: Mayor's Month of Concern Food Drive

MAYOR'S MONTH OF CONCERN FOR THE HUNGRY

WHEREAS, the Cities of Issaquah, Sammamish, and other Eastside cities recognize adequate nutrition as a basic goal for each, citizen; and

WHEREAS, no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and

WHEREAS, food banks, emergency and hot meal programs working with our cities, local churches, social service agencies, and hundreds of volunteers are striving day in and day out to stem the rising tide of hunger, but still need more help; and

WHEREAS, we believe that when the citizens who are not involved hear of the especially desperate needs of the hungry as winter approaches and their low incomes must stretch to cover increasing fuel, electricity and rental costs—leaving even less money for monthly food purchase, an outpouring of community assistance will follow; and

WHEREAS, the Emergency Feeding Program of Seattle & King County coordinates an annual food drive to help support the efforts of their program and the area's food banks in fighting hunger which

will be held at grocery stores throughout King County on Saturday, September 12, 19 and 26, 2015; and

WHEREAS, the Cities of Issaquah, Sammamish and other Eastside cities would like to extend this effort into an entire Month of Concern for the Hungry, beginning on September 12, 2015;

THEREFORE, September 19th is hereby proclaimed the Mayor's Day of Concern for the Hungry, and all citizens are strongly urged to join the Emergency Feeding Program, Hopelink/Redmond and Issaquah

Food Bank, to "share what they can" to nourish those who are hungry.

Signed this 1st day of September, 2015.

Presentation: Eastlake Little League Softball State Champions

Whereas, the Eastlake Little League Juniors Softball Team won the Washington State Championship, and **Whereas**, these excellent 13- and 14 year-old athletes advanced to the western regionals in Tucson, Arizona, and

Whereas, the Eastlake Little League Softball team made up of 9- and 10-year-old girls also won the Washington State Championship. And

Whereas, the city of Sammamish is immensely proud of their achievements, and

Whereas, the city appreciates and always tries to recognize excellence in all its forms,

Now therefore, we hereby bestow upon both teams the City of Sammamish Achievement of Excellence Award.

Signed this 1st day of September, 2015

Presentation: State Auditor's Award

Assistant City Manager/Finance Director Joe Guinasso and Jennifer Dilly, Accounting Manager received the award on behalf of the City.

Public Hearing

Ordinance: Continuance of Public Hearing 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

Public Hearing opened at 7:00 pm

Public Comment

Jan Bird, (spoke previously), Feels that it is important to get the tree regulations passed as soon as possible (submitted written comments available upon request of the City Clerk).

Mary Doerrer, 3362 213th Place, Echoed the concerns of the previous speaker.

Nicola Weiss, 1716 211th Place NE, Encouraged the Council to revisit clearing and grading requirements, require developers to provide an assessment, and to not give credit for new trees when old trees have been removed.

Loreen Leo, 2320 Sahalee Dr. E, Echoed the concerns of previous speakers. She would like to see 228th Avenue become a tree-lined boulevard.

David Hoffman, Master Builders Representative, Spoke in support of the tree regulations. He did request that street trees be counted in the retention requirement.

Carma Chapman, 2831 E Lake Sammamish Parkway NE, Comment was not related to the Public Hearing topic.

Public Hearing was continued to September 15, 2015 at 7:12 pm.

Councilmember Whitten expressed concern over the process of the tree ordinance.

Unfinished Business - None

New Business

Bid Award: Big Rock Park/Paul Brothers Construction

Jessi Bon, Parks & Recreation Director, and Kellye Hilde, Project Manager, gave the staff report and showed a PowerPoint presentation (available on the City's website at www.sammamish.us).

MOTION: Councilmember Gerend moved to award the bid to Paul Brothers, Inc. as the lowest responsive and responsible bidder for the Big Rock Park Phase I project and authorize the City Manager to award schedules A and C and execute a contract with Paul Brothers, Inc. in the amount of \$557,272 + WSST and to administer a \$40,000 construction contingency. Deputy Mayor Huckabay seconded. Motion carried 4-3 with Councilmembers Valderrama, Odell and Whitten dissenting.

Councilmember Valderrama was concerned with the cost escalation for the project. He was also concerned with the scope of the project. Councilmember Odell is very concerned with cost of the project. Councilmember Whitten feels that money should be concentrated on completing Sammamish Landing Park.

Council recessed from 7:45 to 8:05 pm.

The following is a list of the 63 proposed changes (see attached City Council Proposed Changes for September 1, 2015 table sections 17 through 63). They were discussed and staff was given direction on changes to be made. (For complete information on the proposed changes please see the meeting video available on the City's website at www.sammamish.us.)

Council Reports

Mayor Vance reported on the Sound Transit ST3 list. He will distribute the list to Council.

Councilmember Odell attended the Eastside Transportation Partnership meeting. He also attended a media event at Sahalee regarding the women's golf tournament.

Mayor Vance reported that Councilmember Odell will take his place on the Eastside Transportation Partnership.

Councilmember Valderrama reported on the CERT meeting. He also requested a meeting with the King County elected officials regarding the East Lake Sammamish Trail.

City Manager Report – No report

Meeting adjourned at 10:12 pm

Melonie Anderson, City Clerk

Thomas E. Vance, Mayor

City Council Proposed Amendments for Discussion – September 1, 2015

#	Date	Name	Element	Policy/Goal	Proposed Amendment to Draft
1.	8/13/15	Kathy Huckabay	EC	1.4	Consider identifying and protecting, where appropriate, the following special areas: a. Natural areas including significant trees b. Scenic areas such as designated view corridors c. Urban landscaped areas such as public or private golf courses and parks, <u>and</u> d. <u>Protect, where appropriate, land reserved as open space or buffers tracts as part of development, including parcels subject to density averaging, where appropriate, and</u> e Lands designated as open space under the Current Use taxation open space established according to King County for tax assessment purposes
2.	8/13/15	Bob Keller	EC	1.6 combine w/ 1.9 (delete 1.9)	<u>Promote and lead public education and involvement programs to raise awareness about environmental issues and to</u> e Encourage the wise use of renewable natural resources and <u>while conserving nonrenewable natural resources through education programs and by example in city plans, programs and activities.</u>
3.	8/24/15	Tom Odell	EC	1.19	<u>Encourage the preservation of open space through incentives, such as the King County Public Benefit Rating System (PBRs), allowing the sale of Transfers of Development Rights (TDRs) within or outside of the City to protect important open spaces such as shorelines, landslide and erosion hazard areas near sensitive water bodies, wetland management areas, or other programs to encourage land donation and conservation in perpetuity.</u>
4.	8/13/15	Kathy Huckabay	EC	New Policy under Goal 1	<u>Identify lands designated as open space under the Current Use taxation open-space established according to King County for tax assessment purposes.</u>
5.	8/24/15	Tom Odell	EC	New Policy under Goal 1	<u>Encourage direct purchase of land within the city by the City for conservation and environmental reasons.</u>
6.	8/13/15	Kathy Huckabay	EC	2.3	<u>Promote soil stability through retention of existing vegetation and the addition or replacement of plants promoting such.</u>
7.	8/24/15	Tom Odell	EC	2.4	<u>To the greatest extent practicable, a Avoid or minimize impacts from new development to</u>

City Council Proposed Amendments for Discussion – September 1, 2015

					<i>erosion hazard areas, erosion hazard near sensitive water bodies (and those areas that drain to them), wetland management areas and landslide hazard areas subject to provisions in the Sammamish development code and its rules and regulations.</i>
8.	8/24/15	Tom Odell	EC	New Policy under Goal 2	<u>Prohibit all residential and related construction within any 100-year flood plain.</u>
9.	8/13/15	Bob Keller	EC	3.7 combine w/ 3.12, 3.14 (delete 3.12, 3.14)	<i>Preserve wetlands and protect areas of native vegetation that connect wetland systems to other habitat areas. <u>Whenever effective, use incentive programs.</u></i> <i>Strive to protect areas of native vegetation that connect wetland systems.</i>
10.	8/20/15	Nancy Whitten	EC	3.15	<i>Encourage enhancement or restoration of degraded wetlands to maintain or improve wetland <u>ecosystem functions through removal of non-native invasive vegetation and installation of native vegetation and habitat features as appropriate.</u>, provided that all wWetland functions <u>must first be evaluated in a wetland management plan, study and adequate maintenance, monitoring, code enforcement and evaluation-is must be provided and assured by responsible parties.</u> Restoration or enhancement must result in a net improvement to the <u>wetland ecosystem functions of the wetland system.</u> Consider <u>providing technical assistance to small property owners.</u></i>
11.	8/20/15	Nancy Whitten	EC	3.16	<i>Consider allowing alterations to wetlands <u>or buffers as needed to accomplish allow a public agency or utility development or road crossing projects to that avoid, minimize and mitigate impacts to wetland ecosystem functions to the maximum extent feasible of an existing wetland and/or connected wetlands and open water corridors.</u> Avoid denying all- <u>Allow reasonable property use of the property that reflects appropriate impact avoidance and minimization measures, and that provides mitigation that enhances and protects by evaluating all wetland ecosystem functions.</u> <u>Avoidance and minimization measures should reflect pursuing the least harmful and reasonable alternatives, and should provide appropriately mitigatingion, maintenance and monitoring sufficient to provide lasting protection of affected significant wetland</u></i>

City Council Proposed Amendments for Discussion – September 1, 2015

					<i>ecosystem functions and monitoring mitigation sites.</i>
12.	8/8/15	Don Gerend	EC	4.10 combine w/ 4.15, 4.16 (delete 4.15, 4.16)	<i>Give special consideration to conservation or protection measures necessary to protect, preserve or enhance salmonid fisheries and other fish species, including the by-use using the of best available science and the adoption of development regulations and watershed management plans that protect the functions and values of critical areas.</i>
13.	8/13/15	Bob Keller	EC	4.12	<i>Encourage measures to preserve critical wildlife habitat, pollinator habitat and natural areas such as incentives, regulation, acquisition or other measures, when feasible.</i>
14.	8/13/15	Kathy Huckabay	EC	5.3 combine w/ 5.7 (delete 5.7)	<i>Protect and enhance surface waters, including streams, Lake Sammamish and other lakes, ponds and wetlands, on a watershed and sub-basin basis. <u>Include conditions of and impacts to the downstream receiving beaches and shorelines in watershed management efforts, where appropriate.</u></i>
15.	8/24/15	Tom Odell	EC	Combine 5.10 w/ 5.11 (delete 5.11)	<i>Protect, preserve and enhance <u>all Sammamish lakes, rivers and streams for their hydraulic, hydrologic, ecological, aesthetic and other protected functions and values through water quality management plans based on best available science.</u></i>
16.	8/8/15	Don Gerend	EC	5.34 delete	<i>For the Lake Sammamish drainage basin, require standards to achieve 50% or better phosphorus removal for all new development or better.</i>
17.	8/20/15	Nancy Whitten	EC	5.35 delete	<i>Support water quality management in Beaver and Pine Lakes to continue to support a viable mixed fishery.</i>
18.	8/13/15	Bob Keller	EC	5.42	<i>In the event that application of source controls and structural BMPs in the watershed fail to maintain lake management goals for trophic status, fisheries or aquatic plant control, consider alternative in-lake control methods in partnership with the State Department of Fish and Wildlife, the Lake Management District and any other agency having jurisdiction to determine the feasibility of implementation <u>when and where appropriate.</u></i>
19.	8/20/15	Nancy Witten	EC	5.42 delete	<i>In the event that application of source controls and structural BMPs in the watershed fail to maintain lake management goals for trophic status, fisheries or aquatic plant control,</i>

City Council Proposed Amendments for Discussion – September 1, 2015

					<i>consider alternative in-lake control methods in partnership with the State Department of Fish and Wildlife, the Lake Management District and any other agency having jurisdiction to determine the feasibility of implementation.</i>
20.	8/8/15	Don Gerend	EC	5.46 combine w/ 5.47 (delete 5.47)	<i>For Pine Lake and Beaver Lake, where appropriate, periodically update and adopt stricter requirements and conditions based on best available science, which shall includeing more stringent seasonal clearing and grading limitations, impervious surface limitations, open space requirements, tree retention requirements, preservation or improvement of water quality, <u>reduced density and density credit limitations</u> and AKART to achieve the goal of 80% phosphorous removal from storm water for the entirety of each lake's basin.</i>
21.	8/8/15	Don Gerend and Bob Keller	EC	5.56	<i>In partnership with other agencies as appropriate, improve surface waters designated by the State as Water Quality Impaired under the Clean Water Act (water bodies included on the State 303(d) list) through monitoring, source controls, best management practices, enforcement of existing codes and Total Maximum Daily Load plans (TMDLs). Maintain and improve the water quality of all other state-classified water bodies through these same measures and other additional measures that may be necessary to ensure there is no loss of existing beneficial uses. <u>When feasible,</u> rRestore any beneficial uses lost since November 1975, consistent with the Federal Clean Water Act.</i>
22.	8/8/15	Don Gerend	EC	5.64 combine w/ 5.66 (delete 5.66)	<i>Protect critical aquifer recharge areas (CARAs) and the quality of groundwater used for public water supplies to ensure adequate and healthy future potable water <u>through retention of open space and vegetation.</u></i>
23.	8/13/15	Bob Keller	EC	5.67 combine w/ 5.72 (delete 5.67)	<i>Support the development, adoption and implementation of Groundwater Management Plans. Adopt a Groundwater Recharge Area map, incorporating information generated by Groundwater Management Plans and purveyor studies.</i>

City Council Proposed Amendments for Discussion – September 1, 2015

24.	8/8/15	Don Gerend	EC	5.67 delete	Support the development, adoption and implementation of groundwater management plans.
25.	8/8/15	Don Gerend	EC	5.72 delete	Support the development, adoption and implementation of Groundwater Management Plans. Adopt a Groundwater Recharge Area map, incorporating information generated by Groundwater Management Plans and purveyor studies.
26.	8/8/15	Don Gerend	EC	5.73 delete	Determine which portions of mapped recharge areas and Wellhead Protection Areas should be designated as critical and update critical area maps as new information about recharge areas and Wellhead Protection Areas becomes available.
27.	8/8/15	Don Gerend	EC	5.74 delete	Provide measures and regulations to prevent the introduction of contaminants into groundwater aquifers.
28.	8/20/15	Nancy Whitten	EC	New Policy under Goal 5	<u>All exceptions and variances from sensitive lake standards and protections for new development and redevelopment in a sensitive lake basin shall be considered only as a last resort and only after a cumulative impact analysis.</u>
29.	8/24/15	Tom Odell	EC	New Policy under Goal 5	<u>Establish TMDL plans for all 303d listed waterbodies within and adjacent to the City.</u>
30.	8/8/15	Don Gerend	EC	6.6 i delete, combine w/ 6.6 d	Reduce the amount of air-borne particulates through measures such as: a Continuing and possibly expanding street-sweeping b Encouraging dust abatement at construction sites c Promoting low-emission construction practices. d Conducting public education to reduce the burning of solid and yard waste, and promote use of clean burning wood stoves <u>and fireplaces</u> e Supporting a transition to a low-emission municipal vehicle fleet f Promoting the use of clean and efficient burning fuels g Educating citizens about air quality problems h Encouraging the planting of trees i Encouraging the proper use of wood stoves and fireplaces

City Council Proposed Amendments for Discussion – September 1, 2015

31.	8/8/15	Don Gerend	EC	10.10	<i>Create and support a robust and comprehensive Urban Forestry Management Plan by <u>the end of 2016</u>.</i>
32.	8/24/15	Tom Odell	EC	10.10	<i>Create and support a robust and comprehensive Urban Forestry Management Plan by <u>January 1, 2017</u>.</i>
33.	7/22/15	Kathy Huckabay	LU	2.1	<i>Establish land use policies and regulations that promote a safe, healthy and connected <u>engaged</u> residential community with a range of housing options, safeguard the environment and foster a sense of community.</i>
34.	8/20/15	Nancy Whitten	LU	3.2	<i>Support design variety, such as variation in façade and rooflines, flexible setback standards <u>in wholly contained developments</u>, and other design features in accordance with other applicable codes to enhance neighborhood character.</i>
35.	8/8/15	Don Gerend	LU	4.2	<i>Develop subarea plans and design guidelines for designated Community Centers / Commons to support long term compatibility and vitality and maximize development capacity within existing centers before allowing geographic expansion.</i>
36.	7/22/15	Kathy Huckabay	LU Goal	7.0	<i>Support a land use pattern that promotes community health and connectivity between neighborhoods and active transportation routes consistent with public safety needs. <u>In particular, consider walking and biking distances in residential, commercial and community land use decisions.</u></i>
37.	7/22/15	Kathy Huckabay	LU	7.2	<i>Adopt land use designations where appropriate that promote efficient transportation systems, including road connections and connectivity between neighborhoods, <u>while preserving or enhancing safe</u> active transport and the consideration of walking and biking distances in the location of residential, commercial and recreational uses.</i>
38.	7/22/15	Kathy Huckabay	LU	7.6 c	<i>Promote neighborhood road connections and connectivity while protecting and enhancing active transport: a Seek opportunities to connect neighborhoods to existing and planned road and trail systems b Ensure that neighborhoods are connected and accessible for all modes of travel</i>

City Council Proposed Amendments for Discussion – September 1, 2015

					<i>c Connect existing road ends with new development <u>where appropriate</u></i>
39.	7/22/15	Kathy Huckabay	LU	8.4	<p><i>Work with King County and neighboring jurisdictions to study and accomplish adjustments to the City's portion of King County's UGA boundary where appropriate, and include as part of Sammamish's Potential Annexation Area (PAA).</i></p> <p><i>Areas currently outside of the City's UGA boundary that should be studied for inclusion are listed below. Additional areas may be identified in the future.</i></p> <ul style="list-style-type: none"> • <i>Duthie Hill Road, consisting of approximately 48 acres bounded on three sides by the City of Sammamish, but outside the City's UGA</i> • <i>Future areas to be determined within the NE Sammamish Sewer and Water District, Sammamish Plateau Sewer and Water District, and/or the existing or expanded UGA</i> • <i><u>Areas designated in the potential annexation area map, Figure LU-2</u></i>
40.	8/20/15	Nancy Whitten	LU	New Policy under Goal 9	<i><u>Support urban agriculture and access to healthy food in proximity to residential areas and transit facilities.</u></i>
41.	8/25/15	Tom Odell	T	1.4	<i>On a case by case basis calculate intersection LOS using <u>AM and PM</u> peak hour. Alternatives may be considered and utilized on a case by case basis.</i>
42.	8/13/15	Kathy Huckabay	T	2.16 combine w/ 2.23 (delete 2.23)	<i>Work with public and private employer based transit service providers to expand local transit service and <u>designed to</u> connect to adjacent jurisdictions <u>and to serve employment centers and the local activity patterns</u></i>
43.	8/13/15 8/25/15	Kathy Huckabay Tom Odell	T	2.6	<i>Encourage local street connections <u>with adequate road width for vehicles, non-motorized vehicles, and pedestrians</u> between existing developments and new developments <u>where roadway width is adequate and Vision Zero safety measures are employed to preserve the character of affected communities</u> to provide an efficient network of travel route options for pedestrians, bicycles, autos and emergency vehicles.</i>

City Council Proposed Amendments for Discussion – September 1, 2015

44.	8/25/15	Tom Odell	T	2.15	<i>Encourage noise reduction on roadways in innovative ways other than the use of noise walls. Reduce roadway noise through use of noise reducing pavement where practical, roadway surface maintenance, and planting of trees and vegetation native to Sammamish. Evaluate the noise generation and environmental aspects of traffic calming road alterations.</i>
45.	8/25/15	Tom Odell	T	2.16	<i>Work with public and private employer based transit service providers to expand local transit service and connections <u>with to adjacent jurisdictions and which serves employment centers and local activity patterns.</u></i>
46.	8/25/15	Tom Odell	T	2.24	<i><u>Explore options for expanding both intracity and intercity transportation services.</u> Encourage exploring intercity transportation modes, such as expanded metro service, city-sponsored shuttle or other private/public partnership options.</i>
47.	8/8/15	Don Gerend	T	3.2 combine w/ 3.3 (delete 3.2)	<i>Prioritize essential maintenance, preservation, and safety improvements of the existing transportation system to protect mobility, <u>lower overall life-cycle costs</u> and avoid more costly replacement projects.</i>
48.	8/8/15	Don Gerend	T	3.4	<i>Maintain a citywide traffic monitoring system to collect AM, PM and daily traffic volumes on an <u>annual-basis periodically</u> to determine how transportation investments are performing over time.</i>
49.	8/13/15	Kathy Huckabay	T	3.21	<i>Try to m- <u>Maintain a balance between available revenue and needed capital facilities. If projected funding is inadequate to finance needed capital facilities that provide adequate levels of service, adjust the level of service, the planned growth, and/or the sources of revenue. If funding is inadequate, to finance needed capital facilities, seek to identify additional funding, adjust land use assumptions and, lastly, adjust the level of service.</u> The City should first consider identifying additional funding, and/ or reassessment of land use assumptions, before adjusting level-of-service standards.</i>
50.	8/13/15	Kathy Huckabay	T	4.8	<i>Where practical and financially feasible, I <u>Integrate the needs of pedestrians and bicyclists in the local and regional transportation plans and systems.</u></i>

City Council Proposed Amendments for Discussion – September 1, 2015

51.	8/25/15	Tom Odell	U	4.3	<i>Support the provision of high-quality <u>telecommunications services in both current and emergent cable, wireless, and satellite service and emerging technologies throughout the community.</u></i>
52.	8/8/15	Don Gerend	U	4.6	<i>Preserve landline telephone service as a long-term viable communications option for city residents and businesses <u>or promote mitigation measures when transition away from landline telephone service occurs.</u></i>
53.	8/8/15 8/25/15	Don Gerend Tom Odell	U	5.2	<i>Remove barriers in the city codes to <u>Encourage the use of alternative energy sources for homes and businesses, provided that there is no adverse neighborhood impact, including such technologies as solar panels, wind-powered turbines, biomass/biogas and fuel cells.</u></i>
54.	8/13/15	Kathy Huckabay	U	6.1	<i>Promote water conservation through a variety of technologies and methods, <u>including tools enabling consumers to monitor their water usage such as rain sensors for automatic sprinkler and irrigation systems, low flow toilets, and re-use of greywater.</u></i>
55.	8/25/15	Tom Odell	U	New Policy under Goal 6	<i><u>In partnership with King County and solid waste service providers, provide multiple opportunities per year for the recycling of all hazardous and non-hazardous wastes, including all paints, stains, and varnishes plus any other materials not eligible for curbside pickup.</u></i>
56.	8/13/15	Kathy Huckabay	H	3.3	<i>Consider requiring or incentivizing affordable housing when evaluating rezones and other land use regulation modifications, especially when resulting in increases in development capacity.</i>
57.	8/13/15	Kathy Huckabay	H	3.4	<i>Consider <u>Offering</u> regulatory incentives such as priority processing of permits, fee waivers or reductions, and/or property tax relief for builders who provide very low-, low- or moderate-income housing.</i>
58.	8/25/15	Tom Odell	H	5.2	<i><u>Develop a coordinated regional approach to homelessness by supporting</u> Support public and private housing and services for people who are homeless and work with other jurisdictions and health and social service organizations, including faith-based and other non-profit</i>

City Council Proposed Amendments for Discussion – September 1, 2015

					<i>organizations, to develop a coordinated, regional approach to homelessness.</i>
59.	8/25/15	Tom Odell	H	6.1	<i><u>Endorse a regional Housing Strategy</u> Adopt a Housing Strategy Plan to outline steps toward implementation of <u>a regional housing plan.</u> this Housing Element.</i>
60.	8/13/15	Kathy Huckabay	H	6.2	<i>Monitor housing supply, type and affordability, including progress toward meeting <u>housing goals for senior and special needs,</u> a significant share of the countywide need for affordable housing for very low-, low-, and moderate-income households.</i>
61.	8/25/15	Tom Odell	H	6.2	<i><u>Monitor regional housing supply and type with an eye toward affordability and availability for all income and age categories.</u> Monitor housing supply, type and affordability, including progress toward meeting a significant share of the countywide need for affordable housing for very low-, low-, and moderate-income households.</i>
62.	8/25/15	Tom Odell	CF	3.5	<i><u>Consider the use of bonding as a financing option when the City Council finds it is financially and operationally advantageous to do so.</u> debt as a means of paying for a project only when the City Council determines that it is appropriate to enable early completion of priority capital improvements and to amortize the cost over the life of the public facility.</i>
63.	8/25/15	Tom Odell	CF	New Policy under Goal 4	<i><u>Design all city buildings so that they are context sensitive in both function and architectural design to the character and designs of the neighborhoods in which they are located and reflect the natural character of the City of Sammamish.</u></i>



STUDY SESSION NOTES

Study Session September 8, 2015

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

Public Comment

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

No Public Comment

Topics

- Parks and Recreation Department Update
- Aquatic and Community Center Update

City Manager Report

- Tree Retention Ordinance

Councilmember Keller gave an update on the Eastside Fire and Rescue recruitment brochure and the personnel committee meeting.

Adjournment

10:05 pm



STUDY SESSION NOTES

Committee of the Whole September 14, 2015

Mayor opened the committee of the whole meeting of the Sammamish City Council at 3:30 p.m.

Public Comment

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

Jan Bird, 3310 221st Ave SE, spoke regarding the tree ordinance and why birds need native trees.

Topics

- Comprehensive Plan
- Council recessed for dinner from 6:15 till 6:45 pm
- Presentation: King County-Cities Climate Collaboration (K4C)
- Tree Retention Regulations

Public Comment

Mark Cross, 247 208th Ave NE, Spoke regarding the tree retention regulations.

Steven Tyzzer, 21318 NE 1st Street, Spoke regarding the growth in Sammamish and tree retention.

Adjournment

10:25 pm



Meeting Date: October 6, 2015

Date Submitted: 9/30/2015

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: Continued Public Hearing for an Ordinance amending Chapter 21A.15, Chapter 21A.35, Chapter 23.100 and establishing a new Chapter 21A.37 of the Sammamish Municipal Code (SMC) pertaining to tree regulations and code compliance; providing for severability and establishing an effective date

Action Required: Close Public Hearing, consider final proposed code amendments and adopt Ordinance

Exhibits:
 Exhibit 1 - Decision Table of Final Proposed Code Amendments
 Exhibit 2 - Strike Through of Final Proposed Code Amendments
 Exhibit 3 - Ordinance with Attachment A and Attachment B

Budget: N/A

Summary Statement:

At the September 15 public hearing and study session, City Council completed review of several matters related to tree regulations and code compliance. Staff was subsequently directed to bring forward final proposed code amendments and an updated adopting ordinance for consideration on October 6. These code amendments are provided in table format as Exhibit 1 and strike through format as Exhibit 2. The updated adopting ordinance is provided as Exhibit 3.

Background:

An emergency ordinance with interim tree regulations was initially adopted by City Council on October 14, 2014 and was extended on April 7, 2015 through to October 14, 2015. The purpose of the interim regulations is to provide sufficient time for updated goals and policies as well as new tree regulations to be developed through the normal Planning Commission / City Council legislative review process.

The Planning Commission formulated updated goals and policies related to trees in November and December of 2014 as part of the 2015 Comprehensive Plan update. They worked diligently on tree regulations and continuously took public comments from March 19 through June 18 on which date, after completing a public hearing, it voted 5-0 to recommend new tree regulations to City Council as amendments to Chapter 21A.15, Chapter 21A.35, Chapter 23.100 and establishing a new Chapter 21A.37 of the Sammamish Municipal Code (SMC).

On July 20, Frank Blau, Planning Commission Vice-Chair, presented the findings and recommendations of the Planning Commission to City Council. City Council opened a public hearing and completed first reading of the adopting ordinance on July 21. The public hearing was subsequently continued to September 1, September 15 and October 6. City Council also completed a study session on September 8.

In total, City Council has spent approximately 10 hours studying, discussing and taking public comment related to new tree regulations and code compliance.

Financial Impact:

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

Recommended Motion:

Adopt the ordinance included as Exhibit 3 as further modified by City Council on October 6 to amend Chapter 21A.15, Chapter 21A.35, Chapter 23.100 and establishing a new Chapter 21A.37 of the Sammamish Municipal Code (SMC) pertaining to tree regulations and code compliance; providing for severability and establishing an effective date.

Tree Regulations Items for Discussion – As of September 29, 2015

#	Date	Name	Section	Comment / Proposed Amendment to Draft	Staff Recommendation
1.	7/20/15	Don Gerend	21A.15.333	Define “drip line.”	21A.15.333 Drip line. “Drip line” means an area encircling the base of a tree, the minimum extent of which is delineated by a vertical line extending from the outer limit of a tree’s branch tips down to the ground.
2.	9/3/15	Nancy Whitten	21A.15.1333	Amend the definition of “significant tree” to include heritage and landmark trees	21A.15.1333 Tree, significant. “Tree, significant” means a tree, <u>including those trees defined as a heritage tree and landmark tree</u> , that is: (1) A coniferous tree with a diameter of eight (8) inches or more DBH; or (2) A deciduous tree with a diameter of twelve (12) inches or more DBH. (Ord. O2005-175 § 1)
3.	9/8/15	Kathy Huckabay	21A.37.200(1) 21A.37.270(1)&(5) 21A.37.280(4)	The Purpose section refers to “stands of trees.” Where are we addressing the stands of trees? <u>STAFF NOTE:</u> The phrase “stand of trees” has been removed from this chapter per legal counsel’s recommendation.	21A.37.200 Purpose. (1) The purpose of this chapter is to: (a) Avoid the removal of stands of trees , significant trees, <u>including</u> 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; 21A.37.270 Tree Protection Standards. (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) <u>An isolated stands-cluster</u> of significant trees; (g) Individual significant trees. (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: 21A.37.280 Tree Replacement Standards. (4) Tree Replacement Guidelines and Requirements. The following provisions shall be considered for tree replacement: (a) When individual trees or tree stands are protected, r Replacement trees should be planted to reestablish or enhance tree clusters where they previously existed;

Tree Regulations Items for Discussion – As of September 29, 2015

4.	9/14/15	Nancy Whitten	21A.37.220(1)(c)	Add language requiring the careful scrutiny of landmark trees, heritage trees, and trees near environmentally critical areas and their buffers.	<p>21A.37.220 Evaluation Required.</p> <p>(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 demonstrate compliance with the standards of this chapter. Such professional evaluation(s) and services may include:</p> <ul style="list-style-type: none"> (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; (b)(c) <u>Providing a written evaluation of significant trees within or near environmentally critical areas and associated buffers;</u> (e)(d) Developing plans for, supervising, and/or monitoring implementation of any required tree protection or replacement measures; and/or (d)(e) Conducting a post-construction site inspection and evaluation. 								
5.	9/3/15	Nancy Whitten	21A.37.230(1) 21A.37.230(2)	<p>Define “imminent threat.”</p> <p><u>STAFF NOTE:</u> The term “imminent threat” has been replaced with “imminent danger.” Imminent danger is defined in the International Property Maintenance Code which has been adopted by the City.</p>	<p>21A.37.230 Exemptions.</p> <p>(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:</p> <ul style="list-style-type: none"> (a) Emergency removal of any significant tree necessary to remedy an imminent <u>danger; threat or hazard to public health, safety and/or welfare.</u> (b) Removal of any significant tree in public easements and public rights-of-way; <u>and-</u> (c) Routine maintenance of any significant tree necessary to contain noxious weeds, to remedy a potential fire hazard or to remedy an imminent <u>danger, threat to public health, safety and/or welfare.</u> <p>(2) Retention Exemptions. The following conditions are exempt from retention calculation as required in this chapter:</p> <ul style="list-style-type: none"> (a) Significant trees determined to present an imminent <u>danger, or threat or hazard to public health, safety and/or welfare.</u> (b) Significant trees located in public utility easements. 								
6.	9/14/15	Nancy Whitten	21A.37.235	<p>Propose a minimum tree requirement per lot.</p> <p><u>STAFF NOTE:</u> The example amendment provided is based on Issaquah’s code section. Issaquah outlines its minimum tree density requirement within its own code section. The minimum requirement can be met with retained trees and/or replacement trees. It’s an overarching requirement that must be met whether trees are being removed or retained.</p>	<p><u>21A.37.235 Minimum Tree Density Requirements.</u></p> <p><u>(1) A minimum tree density shall be provided and maintained in the developable site area of all developed sites. The tree density may consist of existing significant trees, replacement trees, or a combination of both.</u></p> <table border="1" data-bbox="1930 1443 2924 1709"> <thead> <tr> <th><u>Zoning</u></th> <th><u>Minimum Tree Density</u></th> </tr> </thead> <tbody> <tr> <td><u>R-1, R-4, R-6</u></td> <td><u>4 significant trees² per 5,000 sq. ft.¹</u></td> </tr> <tr> <td><u>R-8, R-12, R-18</u></td> <td><u>4 significant trees² per 5,000 sq. ft.¹</u></td> </tr> <tr> <td><u>O, NB, CB</u></td> <td><u>2 significant trees² per 5,000 sq.ft.¹</u></td> </tr> </tbody> </table> <p>¹<u>Calculated based on developable site area of the lot(s)</u> ²<u>Or their equivalent size in caliper inches at dbh.</u></p>	<u>Zoning</u>	<u>Minimum Tree Density</u>	<u>R-1, R-4, R-6</u>	<u>4 significant trees² per 5,000 sq. ft.¹</u>	<u>R-8, R-12, R-18</u>	<u>4 significant trees² per 5,000 sq. ft.¹</u>	<u>O, NB, CB</u>	<u>2 significant trees² per 5,000 sq.ft.¹</u>
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Exhibit 1

Tree Regulations Items for Discussion – As of September 29, 2015

7.	9/3/15	Nancy Whitten	21A.37.240(1) 21A.37.240(2)	<p>Clarify what is meant by “existing lots” (i.e. that “existing lots” refers to a property with a house).</p> <p><u>STAFF NOTE</u>: “Lot” is already defined in SMC 21A.15.725 as follows: “Lot” means a physically separate and distinct parcel of property and on lakefront properties above ordinary high water mark, which has been created pursuant to SMC Title 19, Subdivisions, or state law. (Ord. O2009-249 § 1; Ord. O2003-132 § 10)</p>	<p>21A.37.240 Removal Standards.</p> <p>(1) Existing R-1, R-4 and R-6 Zoned Lots of Record. A lot as defined in SMC 21A.15.725 zoned Existing R-1, R-4 and/or R-6 zoned lots of record on as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot.</p> <p>(2) Existing R-8, R-12, R-18, O, NB and CB Zoned Lots of Record. A lot as defined in SMC 21A.15.725 zoned Existing R-8, R-12, R-18, O, NB and/or CB zoned lots of record on as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot.</p>																												
8.	9/3/15 9/8/15	Nancy Whitten Tom Odell	21A.37.240(1)(b)	<p>Multi-acre lots should not have the same tree removal limits as a 20,000 square foot lot. Larger lots need different standards.</p> <p>Too many trees will be removed for “lots up to 20,000 square feet.” Reevaluate the removal limits for these lots.</p>	<p>21A.37.240 Removal Standards.</p> <p>(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.</p> <p>(a) The removal of significant trees shall be for the purposes of:</p> <p>(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</p> <p>(ii) Maintaining the lot’s landscaped areas.</p> <p>(b) A permit shall be granted for the removal of significant trees as <u>follows shown in the following table. The number of significant trees allowed for removal shall be limited by the lesser of the percentage column or cumulative number column:</u></p> <table border="1" data-bbox="1942 872 2909 1003"> <tr> <td>Lots up to 20,000 square feet:</td> <td>Up to 2 significant trees may be removed per year with a limit of 4 significant trees every 5 years.</td> </tr> <tr> <td>Lots 20,001 square feet and greater:</td> <td>Up to 4 significant trees may be removed per year with a limit of 8 significant trees every 5 years.</td> </tr> </table> <table border="1" data-bbox="1942 1034 3024 1461"> <thead> <tr> <th><u>Lot Size</u></th> <th><u>Percent of significant trees allowed to be removed per 10 years</u></th> <th><u>Number of significant trees allowed to be removed per year</u></th> <th><u>Cumulative number of significant trees allowed to be removed per rolling 10 year period</u></th> </tr> </thead> <tbody> <tr> <td><u>< 1/4 ac</u></td> <td><u>50</u></td> <td><u>2</u></td> <td><u>6</u></td> </tr> <tr> <td><u>1/4 ac - 1/2 ac</u></td> <td><u>40</u></td> <td><u>4</u></td> <td><u>12</u></td> </tr> <tr> <td><u>1/2 ac - 1 ac</u></td> <td><u>30</u></td> <td><u>6</u></td> <td><u>18</u></td> </tr> <tr> <td><u>1ac - 2 ac</u></td> <td><u>20</u></td> <td><u>8</u></td> <td><u>24</u></td> </tr> <tr> <td><u>> 2 ac</u></td> <td><u>10</u></td> <td><u>10</u></td> <td><u>30</u></td> </tr> </tbody> </table> <p>(c) Replacement trees shall be planted as provided in SMC 21A.37.280, <i>Tree Replacement Standards</i>.</p> <p>(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.</p> <p>(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 of more trees in a given year than set forth above if the remaining trees would pose a hazard to life or property.</p>	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.	<u>Lot Size</u>	<u>Percent of significant trees allowed to be removed per 10 years</u>	<u>Number of significant trees allowed to be removed per year</u>	<u>Cumulative number of significant trees allowed to be removed per rolling 10 year period</u>	<u>< 1/4 ac</u>	<u>50</u>	<u>2</u>	<u>6</u>	<u>1/4 ac - 1/2 ac</u>	<u>40</u>	<u>4</u>	<u>12</u>	<u>1/2 ac - 1 ac</u>	<u>30</u>	<u>6</u>	<u>18</u>	<u>1ac - 2 ac</u>	<u>20</u>	<u>8</u>	<u>24</u>	<u>> 2 ac</u>	<u>10</u>	<u>10</u>	<u>30</u>
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Tree Regulations Items for Discussion – As of September 29, 2015

<p>9.</p>	<p>9/3/15 9/8/15</p>	<p>Nancy Whitten Don Gerend</p>	<p>21A.37.240(1) 21A.37.240(2)</p>	<p>There should be no purpose needed for the removal standards. Three options proposed:</p> <ul style="list-style-type: none"> Remove the purpose provision entirely, or Expand the purposes to include additional items such as solar power. Add provisions for public spaces including parks, open space, trails and other areas where the public congregates such as golf courses. <p><u>STAFF NOTE:</u> Two options have been provided for Council's consideration.</p> <ul style="list-style-type: none"> Option A deletes the purpose section entirely. Purposes would not be required for removal when the applicant is within the limits specified in the removal table. Option B provides director discretion for removal in excess of the table being for one of the listed purposes. 	<p>OPTION A:</p> <p>21A.37.240 Removal Standards.</p> <p>(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.</p> <p>(a) The removal of significant trees shall be for the purposes of:</p> <p>(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</p> <p>(ii) Maintaining the lot's landscaped areas.</p> <p>(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.</p> <p>(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:</p> <p>(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</p> <p>(ii) Maintaining the lot's landscaped areas.</p> <p>OPTION B:</p> <p>21A.37.240 Removal Standards.</p> <p>(1) Existing R-1, R-4 and R-6 Zoned Lots of Record. 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Director approval may be granted for the purposes of:</u></p> <p>(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;</p> <p>(ii) Maintaining the lot's landscaped areas;</p> <p>(iii) Building a new structure or adding onto an additional structure such as a residence, ADU, garage or shed; or</p> <p>(iv) Installing sources of renewable energy, such as solar panels.</p> <p>(v) Maintaining public spaces and other areas where the public congregates including, parks, open spaces, trails, or golf courses.</p> <p>(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</p>	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.
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Tree Regulations Items for Discussion – As of September 29, 2015

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10.	9/3/15	Nancy Whitten	21A.37.250(1) 21A.37.250(2)	<p>Define what is included in "new development."</p> <p>Redevelopments should be considered under the retention standards in 21A.37.250.</p> <p>STAFF NOTE: "Development proposal" is already defined in SMC 21A.15.310 as follows: "Development proposal" means any activities requiring a permit or other approval from the City of Sammamish relative to the use or development of land. (Ord. O2013-350 § 1 (Att. A); Ord. O2003-132 § 10)</p>	<p>21A.37.250 Retention Standards.</p> <p>(1) New Development Proposals on R-1, R-4 and R-6 Zoned Lots. <u>New A type 2, 3 or 4 development proposal</u> on R-1, R-4 and R-6 zoned lots of record must obtain <u>the land use permit or</u> approval prior to removing any significant tree located on the lot. either through a tree removal permit or in conjunction with another permit approval.</p> <p>(2) New Development Proposals on R-8, R-12, R-18, O, NB and CB Zoned Lots. <u>New A type 2, 3 or 4 development proposal</u> on R-8, R-12, R-18, O, NB and CB zoned lots of record must obtain <u>the land use permit or</u> approval prior to removing any significant tree located on the lot. either through a tree removal permit or in conjunction with another permit approval.</p>

Tree Regulations Items for Discussion – As of September 29, 2015

					<p>(d) There is no minimum retention requirement for significant trees located within O, NB, and CB zoned lots in areas unconstrained by environmentally sensitive areas and associated buffers.</p> <p>(e)(e) Replacement trees shall be planted as provided in SMC 21A.37.280, <i>Tree Replacement Standards</i>, <u>except the replanting requirement shall be doubled for development proposals in the O, NB, and CB zones where tree retention is less than 25%.</u></p> <p>(d)(f) 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.</p>
12.	9/3/15	Nancy Whitten	21A.37.250(1)(b) 21A.37.250(2)(b)	Remove provisions that give credit for critical area buffer retention.	<p>21A.37.250 Retention Standards.</p> <p>(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.</p> <p>(a) A minimum of 35% of the significant trees shall be retained within areas unconstrained by environmentally sensitive areas and associated buffers.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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 significant tree located on the lot either through a tree removal permit or in conjunction with another permit approval.</p> <p>(a) A minimum of 25% of the significant trees shall be retained within areas unconstrained by environmentally sensitive areas and associated buffers.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>

Exhibit 1

Tree Regulations Items for Discussion – As of September 29, 2015

13.	9/3/15	Nancy Whitten	21A.37.270(4)(c)&(d)	Add "lake setbacks" to the end of these subsections so that they do not qualify toward the incentives. Credit shouldn't be received for trees required to be retained under the SMP.	<p><u>STAFF NOTE:</u> The proposed tree retention regulations are designed to complement the SMP requirements for tree retention; at this time the City is not anticipating an amendment to the SMP to incorporate new tree retention requirements. The SMP already requires the retention of 80% of trees within the shoreline jurisdiction for Pine and Beaver Lakes, and prohibits removal of trees within the 50 foot shoreline for all lakes (excepting hazard trees).</p> <p>It is unlikely that the City will see many, if any, subdivisions within the shoreline jurisdiction. However, if a subdivision were proposed, 80% of the trees on the site, within the shoreline jurisdiction, would be required for retention for compliance with the SMP.</p>
14.	9/14/15	Kathy Huckabay Tom Vance Tom Odell	21A.37.270(5)	Add language for the protection of understory trees and vegetation.	<p>(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:</p> <ul style="list-style-type: none"> (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. <u>(e) Understory trees, shrubs and other vegetation shall be protected within the designated tree protection area.</u>
15.	9/14/15	Tom Vance	21A.37.270(6)(G)	Preserve water availability following construction.	<p>(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:</p> <ul style="list-style-type: none"> (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 <u>before</u>, during and <u>immediately</u> after construction.

Exhibit 1

Tree Regulations Items for Discussion – As of September 29, 2015

<p>16.</p>	<p>7/20/15 9/3/15</p>	<p>Don Gerend Nancy Whitten Kathy Huckabay</p>	<p>21A.37.280(1)</p>	<p>Examine the policy of requiring replacement trees to be native. 21A.37.280(1)(d) and (g) conflict on whether replacement trees should be native, or if some non-native trees are allowed. The flexible language in (g) of replacement trees being “primarily native” is preferable.</p> <p>Allow non-native broadleaf evergreen trees as part of the tree replacement standards.</p> <p>Consider requiring soil amendments as part of the tree replacement standards to ensure survival.</p>	<p>21A.37.280 Tree Replacement Standards.</p> <p>(1) Replacement Required. Any significant tree lawfully removed pursuant to SMC 21A.37.240, <i>Tree Removal Standards</i> or SMC 21A.37.250, <i>Tree Retention Standards</i>, shall be subject to the following replacement requirements:</p> <p>(a) Each landmark tree shall be replaced by three (3) new trees;</p> <p>(b) Each heritage tree shall be replaced by two (2) new trees;</p> <p>(c) Each significant tree shall be replaced by one (1) new tree;</p> <p>(d) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;</p> <p>(e)(d) Replacement coniferous trees shall be at least eight (8) feet in height;</p> <p>(f)(e) Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH);</p> <p>(g)(f) Replacement trees shall be primarily native species <u>to Washington</u> in order to restore and enhance <u>a site</u> as nearly as practicable to its pre-removal character and function;:-</p> <p>(g) Non-native replacement trees shall be recommended by a Certified Arborist as having characteristics suitable to the proposed location of planting;</p> <p>(h) The condition of replacement trees shall meet or exceed current American Nursery and Landscape Association or equivalent organization’s standards for nursery stock;:-</p> <p>(i) Financial guarantees for replacement trees may be required consistent with the provisions of Title 27A SMC;:-</p> <p>(j) Installation of required replacement trees shall be in accordance with <u>the International Society of Arboriculture’s</u> best management practices for arboriculture <u>including, but not limited to, soil assessment, sampling, amendments and conservation</u>, which ensure the tree’s long-term health and survival; <u>and</u>:-</p> <p>(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.</p>
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Exhibit 2

Chapter 21A.15 TECHNICAL TERMS AND LAND USE 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.15.333 Drip line.

“Drip line” means an area encircling the base of a tree, the minimum extent of which is delineated by a vertical line extending from the outer limit of a tree’s branch tips down to the ground.

21A.15.1332 Tree, landmark.

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

21A.15.1333 Tree, significant.

“Tree, significant” means a tree, including those trees defined as a heritage tree and landmark tree, that is:

- (1) A coniferous tree with a diameter of eight (8) inches or more DBH; or
- (2) A deciduous tree with a diameter of twelve (12) inches or more DBH. (Ord. O2005-175 § 1)

Chapter 21A.37 DEVELOPMENT STANDARDS – TREES

21A.37.200 Purpose.

(1) The purpose of this chapter is to:

- (a) Avoid the removal of ~~stands of trees~~, significant trees, including 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 development proposals including, but not limited to, 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;

Exhibit 2

- (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.

- (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. Approval may take the form of a tree removal permit or it may be included in conjunction with another land use approval such as a preliminary plat grading permit.
- (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 under (1) above. For all other forest practice permits (Class II, III, IV – special permit) issued by DNR for the purpose of commercial timber operations, no approval is required but no land use permits will be issued for six years following tree removal.

21A.37.215 Calculations - Rounding

- (1) When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:
- (a) Fractions of 0.50 or above shall be rounded up; and
 - (b) Fractions below 0.50 shall be rounded down.

21A.37.220 Evaluation Required.

- (1) **Professional Evaluation.** In determining whether ~~an 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 when ~~re the City it is deemed~~ such services are necessary to 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;
 - (b)(c) Providing a written evaluation of heritage trees and/or landmark trees, as well as significant trees, within or near environmentally critical areas and associated buffers;
 - (e)(d) Developing plans for tree protection or replacement, including supervising, and/or monitoring implementation of any such plans required tree protection or replacement measures; and/or
 - (d)(e) Conducting a post-construction site inspection and evaluation.

21A.37.230 Exemptions.

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

Documentation of significant tree removal under this section shall be provided to the City within 21 days of removal.

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

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

21A.37.235 Minimum Tree Density Requirements.

(1) A minimum tree density shall be provided and maintained in the developable site area of all developed sites. The tree density may consist of existing significant trees, replacement trees, or a combination of both.

<u>Zoning</u>	<u>Minimum Tree Density</u>
<u>R-1, R-4, R-6</u>	<u>4 significant trees² per 5,000 sq. ft.¹</u>
<u>R-8, R-12, R-18</u>	<u>4 significant trees² per 5,000 sq. ft.¹</u>
<u>O, NB, CB</u>	<u>2 significant trees² per 5,000 sq.ft.¹</u>
<u>¹Calculated based on developable site area of the lot(s)</u>	
<u>²Or their equivalent size in caliper inches at dbh.</u>	

21A.37.240 Removal Standards.

(1) ~~Existing R-1, R-4 and R-6 Zoned Lots of Record. Existing~~ A lot as defined in SMC 21A.15.725 zoned R-1, R-4 and/or R-6 zoned lots of record on as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot. This requirement does not apply to rights vested to prior land use regulations. Permit approval will be based on the following criteria:

- (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) A permit shall be granted for the removal of significant trees as follows shown in the following table. The number of significant trees allowed for removal shall be limited by the lesser of the percentage column or cumulative number column:

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.

<u>Lot Size</u>	<u>Percent of significant trees allowed to be removed per 10 years</u>	<u>Number of significant trees allowed to be removed per year</u>	<u>Cumulative number of significant trees allowed to be removed per rolling 10 year period</u>
<u>< 1/4 ac</u>	<u>50</u>	<u>2</u>	<u>6</u>
<u>1/4 ac - 1/2 ac</u>	<u>40</u>	<u>4</u>	<u>12</u>
<u>1/2 ac - 1 ac</u>	<u>30</u>	<u>6</u>	<u>18</u>
<u>1ac - 2 ac</u>	<u>20</u>	<u>8</u>	<u>24</u>
<u>> 2 ac</u>	<u>10</u>	<u>10</u>	<u>30</u>

~~(b)~~ Within environmentally critical areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.

(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.

~~(d)~~ An application that seeks to remove trees in excess of the limits specified in SMC 21A.37.240(1)(a) may be granted at the discretion of the Director subject to double the tree replacement requirements in SMC 21A.37.280. Director approval may be granted for one of the following reasons:

(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;

(ii) Maintaining the lot's landscaped areas;

(iii) Building a new structure or adding onto an additional structure such as a residence, ADU, garage or shed; or

(iv) Installing sources of renewable energy, such as solar panels.

~~(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 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 A lot as defined in SMC 21A.15.725 zoned R-8, R-12, R-18, O, NB and or CB zoned lots of record on as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot. This requirement does not apply to rights vested to prior land use regulations. Permit approval will be based on the following criteria:

- (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) Within environmentally critical areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.~~
- ~~(b)(c) 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) An application that seeks to remove trees in excess of the limits specified in SMC 21A.37.240(2)(a) may be granted at the discretion of the Director subject to double the tree replacement requirements in SMC 21A.37.280. Director approval may be granted for one of the following reasons:~~
 - ~~(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;~~
 - ~~(ii) Maintaining the lot's landscaped areas;~~
 - ~~(iii) Installing sources of renewable energy, such as solar panels.~~
- ~~(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 Proposals on R-1, R-4 and R-6 Zoned Lots.~~ ~~New A type 2, 3 or 4 development proposal on R-1, R-4 and R-6 zoned lots of record must obtain a land use permit or 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) Regardless of the zoning designation, erosion hazard areas and lake management areas shall retain 50% of the significant trees within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.~~
 - ~~(b) R-1 zoned lots: A minimum of 50% of the significant trees shall be retained within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.~~
 - ~~(a)(c) R-4 and R-6 zoned lots: A minimum of 35% of the significant trees shall be retained within areas unconstrained by environmentally sensitive areas and associated buffers, wetlands, streams, landslide hazard 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.~~

~~(d)~~ There is no minimum retention requirement for significant trees located within O, NB, and CB zoned lots in areas unconstrained by environmentally critical areas and associated buffers.

~~(e)~~(e) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.

~~(d)~~(f) 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~~ Any trees qualifying for an exemption under SMC 21A.37.230 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~~ Proposals on R-8, R-12, R-18, O, NB and CB Zoned Lots. ~~New A type 2, 3 or 4 development proposal~~ on R-8, R-12, R-18, O, NB and CB zoned lots of record must obtain a land use permit or 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)~~ Regardless of the zoning designation, erosion hazard areas and lake management areas shall retain 50% of the significant trees within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.

~~(a)~~(b) A minimum of 25% of the significant trees shall be retained within R-8, R-12 and R-18 zoned lots in areas unconstrained by environmentally ~~sensitive~~ critical 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)~~ There is no minimum retention requirement for significant trees located within O, NB, and CB zoned lots in areas unconstrained by environmentally sensitive areas and associated buffers.

~~(e)~~(d) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*, except the replanting requirement shall be doubled for development proposals in the O, NB, and CB zones where tree retention is less than 25%.

~~(d)~~(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~~ Any trees qualifying for an exemption under SMC 21A.37.230 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.

(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.

- (1) **Priority.** Significant trees identified for retention, pursuant to SMC 21A.37.250, 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 critical 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) An isolated-isolated stands cluster 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.
- (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-restrictions of these protected areas shall be shown on the face of the deed, plat, binding site plan, covenant 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) shall 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-critical area and associated buffer.
 - (b) Heritage Trees: The permanent preservation of a heritage tree in conjunction with SMC 21A.37.270-(1) shall 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-critical 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) shall 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-critical area and associated buffer.

Exhibit 2

- (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) shall receive 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-critical 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-other 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.
- ~~(d)~~(e) Understory trees, shrubs and other vegetation shall be protected within the designated tree protection area.
- (6) **Preventative Measures.** In addition to the above minimum protection measures, the applicant shall support these protection measures efforts by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:
- (a) Significant T trees shall not be topped;
- (b) Excessive pruning shall not be allowed unless necessary to protect life and property;
- ~~(b)~~(c) Pruning of v visible deadwood on trees to be protected or relocated shall be pruned;
- ~~(c)~~(d) Application of f fertilizer shall be applied to enhance the vigor of stressed trees;
- ~~(d)~~(e) Use ~~of~~ soil amendments and soil aeration in tree protection and planting areas;
- ~~(e)~~(f) Apply M mulching over tree drip line areas; and
- ~~(f)~~ (g) Ensuring proper water availability before, 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.

- (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)~~(d) Replacement coniferous trees shall be at least eight (8) feet in height;
- ~~(f)~~(e) Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH);
- (f) Replacement trees shall be primarily native species to Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;:-
- (g) Non-native replacement trees shall be recommended by a Certified Arborist as having characteristics suitable to the proposed location of planting;
- (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 the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, which ensure the tree's long-term health and survival;:- and
- (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 u~~Unless approved for one or more of the alternatives set forth in SMC 21A.37.280-(3), replacement trees shall be planted on the site from which significant trees are removed and may be approved for the following areas on site:-

- (a) On-site replacement trees approved to be located in environmentally critical areas and associated buffers shall receive a 125% credit toward the tree replacement requirement.
- (b) Street trees planted on-site shall receive a 100% credit toward the tree replacement requirement.
- (c) On-site replacement trees approved to be located within the perimeter of a stormwater facility shall receive a 100% credit toward the tree replacement requirement.
- (d) On-site replacement trees approved to be located in places other than (a) – (c) above shall receive a 100% credit toward the tree replacement requirement.

(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.
 - (ii) Allowable sites for receiving off-site replacement plantings may include public lands, open space areas, open space tracts, delineated environmentally ~~sensitive-critical~~ areas and associated buffers. A receiving site shall be within the Sammamish city limits or within land owned by the City.-
- (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, as determined by the Director, 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 that have a greater chance of long-term survival; 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~~ 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 critical 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 v~~isible deadwood on trees to be protected or relocated shall be pruned;
- (d) ~~Application of f~~ertilizer shall be applied to enhance the vigor of stressed trees;
- (e) Use ~~of~~ soil amendments and soil aeration in tree protection and planting areas;
- (f) Apply mulching over tree drip line areas; and
- (g) Ensuring proper water availability during and immediately after construction.

21A.37.290 Violation – Criminal Penalties.

- (a) Criminal Conduct. Any person who violates the provisions of this chapter or fails to comply with any of the requirements shall be guilty of a misdemeanor and subject to the penalties set forth in SMC 1.10.010. In keeping with the city's concern regarding protection of the environment, the court should consider the imposition of minimum fines of no less than \$5,000 per occurrence. Each day such violation continues shall be considered a separate, distinct offense.

As a supplement or alternative to the remedies set forth in subsection (a), the code administrator shall have the authority to seek civil penalties for violation of the provisions of this chapter as provided for in SMC 23.100.010.

Exhibit 2

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 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. (Ord. O2011-302 §2 (Att. A))

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 coniferous 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 equal to or 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 2b

(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. (Ord. O2011-302 §2 (Att. A))

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2015 - ____

**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 TREE 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 its March 19, 2015, April 2, 2015, April 16, 2015, May 7, 2015, May 21, 2015, and June 4, 2015 meetings; and

WHEREAS, the Planning Commission held a public hearing on June 18, 2015 to consider the proposed amendments to the SMC; and

WHEREAS, the 2005 Comprehensive Plan contains the following goals and policies:

GOAL LUG-10: Preserve trees and other natural resources as integral components of the community’s overall design.

Exhibit 3

LUP-10.1 Clustering of existing trees and native vegetation should be incorporated into site and building designs when appropriate. This policy should be implemented during design review and other land use reviews.

GOAL EC-10 Maintain and improve the City's forested character.

GOAL EC-6 Protect natural and environmentally sensitive areas, open space, trees, vegetation, natural terrain, and drainage.

ECP-6.5 City regulations and programs should support forest retention and impervious surface restrictions to maintain hydrologic function.

ECP-6.7 Clearing and grading shall be limited on all short plats, plats, commercial projects, and all non-residential projects to protect water quality, maintain hydrologic functions or wetlands, attenuate surface water runoff, limit erosion, and maintain fish and wildlife habitat and visual buffers. Seasonal limits shall restrict clearing and grading to the driest months. Tree retention shall be required for soil stability, significant trees, and buffering of development.

ECP-6.12 The City shall prepare regulations to preserve and protect trees in easements, rights-of way, parks, and potentially, under certain circumstances, private property. These regulations shall include, but shall not be limited to, guidelines for utility providers, private firms, City contractors and staff, as well as private individuals and neighborhood associations regarding appropriate practices for the pruning, maintenance, and/or removal of 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 30 days public notice, the City Council held a public hearing on the proposed amendments on July 21, 2015 and continued the hearing to September 1, 2015, September 15, 2015, and October 6, 2015; and

WHEREAS, an environmental review of the proposed 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 August 25, 2015, and sent to state agencies and interested parties; and

WHEREAS, the City Council 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 its July 21, 2015 September 1, 2015, September 8, 2015, September 15, 2015, and October 6, 2015 meetings; and

WHEREAS, the City Council has considered the proposed amendments to the SMC, the Planning Commission recommendation, and public comments 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 examination 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.15.333 Drip Line.

“Drip line” means an area encircling the base of a tree, the minimum extent of which is delineated by a vertical line extending from the outer limit of a tree’s branch tips down to the ground.

...

21A.15.1332 Tree, landmark.

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

21A.15.1333 Tree, significant.

“Tree, significant” means a tree, including those trees defined as a heritage tree and landmark tree, that is:

- (1) A coniferous tree with a diameter of eight (8) inches or more DBH; or
- (2) A deciduous tree with a diameter of twelve (12) inches or more DBH.

Section 2. 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 3. 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.

Exhibit 3

Section 4. SMC Chapter 23.100 Amended. Chapter 23.100 is hereby amended as set forth in Attachment B.

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

Mayor Tom Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk:

Public Hearing:

First Reading:

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:

ATTACHMENT A

Chapter 21A.37
DEVELOPMENT STANDARDS – TREES

21A.37.200 Purpose.

- (1) The purpose of this chapter is to:
- (a) Avoid the removal of significant trees, including heritage trees and landmark trees, in order to maintain the quality of Sammamish's urban environment;
 - (b) Protect significant trees, heritage trees and landmark trees to the maximum extent possible in the design of new development proposals including, but not limited to, 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.

- (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. Approval may take the form of a tree removal permit or it may be included in conjunction with another land use approval such as a preliminary plat grading permit.
- (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 under (1) above. For all other forest practice permits (Class II, III, IV – special permit) issued by DNR for the purpose of commercial timber operations, no approval is required but no land use permits will be issued for six years following tree removal.

21A.37.215 Calculations - Rounding

- (1) When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as follows:
 - (a) Fractions of 0.50 or above shall be rounded up; and
 - (b) Fractions below 0.50 shall be rounded down.

21A.37.220 Evaluation Required.

- (1) **Professional Evaluation.** In determining whether an approval shall be granted, the submittal of a professional evaluation and/or a tree protection plan prepared by a Certified Arborist may be required when the City deems such services are necessary to 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) Providing a written evaluation of heritage trees and/or landmark trees, as well as significant trees, within or near environmentally critical areas and associated buffers;
 - (d) Developing plans for tree protection or replacement, including supervising and/or monitoring implementation of any such plans; and/or
 - (e) Conducting a post-construction site inspection and evaluation.

21A.37.230 Exemptions.

- (1) **Removal Exemptions.** 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 danger;
 - (b) Removal of any significant tree in public easements and public rights-of-way; and
 - (c) Routine maintenance of any significant tree necessary to contain noxious weeds, to remedy a potential fire hazard or to remedy an imminent danger.

Documentation of significant tree removal under this section shall be provided to the City within twenty-one (21) days of removal.

- (2) **Retention Exemptions.** The following conditions are exempt from retention calculation as required in this chapter:
 - (a) Significant trees determined to present an imminent danger; or
 - (b) Significant trees located in public utility easements and public rights-of-way.

21A.37.235 Minimum Tree Density Requirements.

- (1) A minimum tree density shall be provided and maintained in the developable site area of all developed sites. The tree density may consist of existing significant trees, replacement trees, or a combination of both.

Zoning	Minimum Tree Density
R-1, R-4, R-6	4 significant trees ² per 5,000 sq. ft. ¹
R-8, R-12, R-18	4 significant trees ² per 5,000 sq. ft. ¹
O, NB, CB	2 significant trees ² per 5,000 sq.ft. ¹
¹ Calculated based on developable site area of the lot(s)	
² Or their equivalent size in caliper inches at dbh.	

21A.37.240 Removal Standards.

(1) **R-1, R-4 and R-6 Zoned Lots.** A lot as defined in SMC 21A.15.725 zoned R-1, R-4 or R-6 as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot. This requirement does not apply to rights vested to prior land use regulations.

(a) A permit shall be granted for the removal of significant trees as shown in the following table. The number of significant trees allowed for removal shall be limited by the lesser of the percentage column or cumulative number column:

Lot Size	Percent of significant trees allowed to be removed per 10 years	Number of significant trees allowed to be removed per year	Cumulative number of significant trees allowed to be removed per rolling 10 year period
< 1/4 ac	50	2	6
1/4 ac - 1/2 ac	40	4	12
1/2 ac - 1 ac	30	6	18
1ac - 2 ac	20	8	24
> 2 ac	10	10	30

- (b) Within environmentally critical areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.
- (c) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
- (d) An application that seeks to remove trees in excess of the limits specified in SMC 21A.37.240(1)(a) may be granted at the discretion of the Director subject to double the tree replacement requirements in SMC 21A.37.280. Director approval may be granted for one of the following reasons:
 - (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;
 - (ii) Maintaining the lot's landscaped areas;
 - (iii) Building a new structure or adding onto an additional structure such as a residence, ADU, garage or shed; or
 - (iv) Installing sources of renewable energy, such as solar panels.

- (2) **R-8, R-12, R-18, O, NB and CB Zoned Lots.** A lot as defined in SMC 21A.15.725 zoned R-8, R-12, R-18, O, NB or CB as of the effective date of this chapter must obtain a tree removal permit prior to removing any significant tree located on the lot. This requirement does not apply to rights vested to prior land use regulations. Permit approval will be based on the following criteria:
- (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.
 - (b) Within environmentally critical areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.
 - (c) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
 - (d) An application that seeks to remove trees in excess of the limits specified in SMC 21A.37.240(2)(a) may be authorized at the discretion of the Director subject to double the tree replacement requirements in SMC 21A.37.280. Director approval may be granted for one of the following reasons:
 - (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;
 - (ii) Maintaining the lot's landscaped areas; or
 - (iii) Installing sources of renewable energy, such as solar panels.

21A.37.250 Retention Standards.

- (1) **Development Proposals on R-1, R-4 and R-6 Zoned Lots.** A type 2, 3 or 4 development proposal on R-1, R-4 and R-6 zoned lots must obtain a land use permit or approval prior to removing any significant tree located on the lot.
- (a) Regardless of the zoning designation, erosion hazard areas and lake management areas shall retain 50% of the significant trees within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.
 - (b) R-1 zoned lots: A minimum of 50% of the significant trees shall be retained within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.
 - (c) R-4 and R-6 zoned lots: A minimum of 35% of the significant trees shall be retained within areas unconstrained by environmentally critical areas and associated buffers.
 - (d) There is no minimum retention requirement for significant trees located within O, NB, and CB zoned lots in areas unconstrained by environmentally critical areas and associated buffers.
 - (e) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*.
 - (f) 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. Any trees qualifying for an exemption under SMC 21A.37.230 are not included in the limits established by this section.
- (2) **Development Proposals on R-8, R-12, R-18, O, NB and CB Zoned Lots.** A type 2, 3 or 4 development proposal on R-8, R-12, R-18, O, NB and CB zoned lots must obtain a land use permit or approval prior to removing any significant tree located on the lot.
- (a) Regardless of the zoning designation, erosion hazard areas and lake management areas shall retain 50% of the significant trees within areas unconstrained by wetlands, streams, landslide hazard areas, and associated buffers.
 - (b) A minimum of 25% of the significant trees shall be retained within R-8, R-12 and R-18 zoned lots in areas unconstrained by environmentally critical areas and associated buffers.

Exhibit 3

- (c) There is no minimum retention requirement for significant trees located within O, NB, and CB zoned lots in areas unconstrained by environmentally sensitive areas and associated buffers.
- (d) Replacement trees shall be planted as provided in SMC 21A.37.280, *Tree Replacement Standards*, except the replanting requirement shall be doubled for development proposals in the O, NB, and CB zones where tree retention is less than 25%.
- (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. Any trees qualifying for an exemption under SMC 21A.37.230 are not included in the limits established by this section.

21A.37.260 Variances.

- (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.

- (1) **Priority.** Significant trees identified for retention pursuant to SMC 21A.37.250 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 critical 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) An isolated cluster 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.
- (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 restrictions of these protected areas shall be shown on the face of the deed, plat, binding site plan, covenant 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:

Exhibit 3

- (a) Landmark Trees: The permanent preservation of a landmark tree in conjunction with SMC 21A.37.270(1) shall receive 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 critical area and associated buffer.
 - (b) Heritage Trees: The permanent preservation of a heritage tree in conjunction with SMC 21A.37.270(1) shall receive 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 critical 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) shall receive 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 critical 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) shall receive 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 critical area and associated buffer.
- (5) **Protection Measures.** To ensure long-term viability of trees 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 other 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.
 - (e) Understory trees, shrubs and other vegetation shall be protected within the designated tree protection area.
- (6) **Preventative Measures.** In addition to the above minimum protection measures, the applicant shall support the protection measures by employing, as appropriate, the following preventative measures, consistent with best management practices for maintaining the health of the tree:
- (a) Significant trees shall not be topped;
 - (b) Excessive pruning shall not be allowed unless necessary to protect life and property;
 - (c) Visible deadwood on trees to be protected or relocated shall be pruned;
 - (d) Fertilizer shall be applied to enhance the vigor of stressed trees;

Exhibit 3

- (e) Use soil amendments and soil aeration in tree protection and planting areas;
- (f) Apply mulch over tree drip line areas; and
- (g) Ensuring proper water availability before, during and 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.

(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) Replacement coniferous trees shall be at least eight (8) feet in height;
- (e) Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH);
- (f) Replacement trees shall be primarily native species to Washington in order to restore and enhance a site as nearly as practicable to its pre-removal character and function;
- (g) Non-native replacement trees shall be recommended by a Certified Arborist as having characteristics suitable to the proposed location of planting;
- (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 the International Society of Arboriculture's best management practices for arboriculture including, but not limited to, soil assessment, sampling, amendments and conservation, which ensure the tree's long-term health and survival; and
- (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.** Unless approved for one or more of the alternatives set forth in SMC 21A.37.280(3), replacement trees shall be planted on the site from which significant trees are removed and may be approved for the following areas on site:

- (a) On-site replacement trees approved to be located in environmentally critical areas and associated buffers shall receive a 125% credit toward the tree replacement requirement.
- (b) Street trees planted on-site shall receive a 100% credit toward the tree replacement requirement.
- (c) On-site replacement trees approved to be located within the perimeter of a stormwater facility shall receive a 100% credit toward the tree replacement requirement.
- (d) On-site replacement trees approved to be located in places other than (a) – (c) above shall receive a 100% credit toward the tree replacement requirement.

(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.

Exhibit 3

- (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.
- (ii) Allowable sites for receiving off-site replacement plantings may include public lands, open space areas, open space tracts, delineated environmentally critical areas and associated buffers. A receiving site shall be within the Sammamish city limits or within land owned by the City.
- (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, as determined by the Director, 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 that have a greater chance of long-term survival;
 - (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) 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 critical 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;

Exhibit 3

- (b) Excessive pruning shall not be allowed unless necessary to protect life and property;
- (c) Visible deadwood on trees to be protected or relocated shall be pruned;
- (d) Fertilizer shall be applied to enhance the vigor of stressed trees;
- (e) Use soil amendments and soil aeration in tree protection and planting areas;
- (f) Apply mulch over tree drip line areas; and
- (g) Ensuring proper water availability during and immediately after construction.

21A.37.290 Violation – Criminal Penalties.

- (1) **Criminal Conduct.** Any person who violates the provisions of this chapter or fails to comply with any of the requirements shall be guilty of a misdemeanor and subject to the penalties set forth in SMC 1.10.010. In keeping with the city's concern regarding protection of the environment, the court should consider the imposition of minimum fines of no less than \$5000 per occurrence. Each day such violation continues shall be considered a separate, distinct offense.

As a supplement or alternative to the remedies set forth in subsection (a), the code administrator shall have the authority to seek civil penalties for violation of the provisions of this chapter as provided for in SMC 23.100.010.

Exhibit 3

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	
Unlawful Tree Removal or Damage:	
\$1,500 per inch of diameter at breast height of tree removed or damaged	

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

Exhibit 3

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.

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

Exhibit 3

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

Exhibit 3



Meeting Date: October 6, 2015

Date Submitted: 9/28/2015

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 for an Emergency Ordinance adopting interim tree retention regulations amending Sammamish Municipal Code (SMC) 21A.35

Action Required: Complete Public Hearing and adopt Emergency Ordinance

Exhibits: 1. Emergency Ordinance with Attachment A

Budget: N/A

Summary Statement:

The Sammamish Municipal Code (SMC) 21A.35 requires the retention of significant trees as defined in SMC 21A.15.1333 for new subdivisions and short plats. There are upwards of 45 vested new subdivision and short plat proposals currently being processed by the City leading to the removal of large numbers of significant trees. To adequately accomplish the goals of the Sammamish Comprehensive Plan, this emergency ordinance continues to temporarily enact interim tree retention regulations until permanent regulations can be developed through the normal Planning Commission / City Council legislative review process.

NOTE: City Council is also continuing a public hearing and completing a second reading of an ordinance to adopt permanent tree regulations on October 6, 2015. Should City Council take action and vote to adopt permanent tree regulations prior on this date, no action on this emergency ordinance for interim tree retention regulations is necessary.

Background:

The former tree retention requirement for new subdivisions and short plats was 25% within areas unconstrained by environmentally sensitive areas. Up to 50% of this retention requirement could be allocated to significant trees in an environmentally sensitive area thereby reducing the total number of significant trees being retained on a site. Additionally, significant tree retention incentives were available that reduced recreation space site requirements as well as increased the net density of a site, but were rarely used. No replacement was required for the removal of significant trees.

The current Sammamish Comprehensive Plan contains a number of goals and policies regarding tree retention in the city:

Land Use Element

- **GOAL LUG-10: Preserve trees and other natural resources as integral components of the community's overall design.**
- **POLICY LUP-10.1: Clustering of existing trees and native vegetation should be incorporated into site and building designs** when appropriate. This policy should be implemented during design review and other land use reviews.

Environment & Conservation Element

- **GOAL EC-6: Protect natural and environmentally sensitive areas, open space, trees, vegetation, natural terrain, and drainage.**
- **POLICY ECP-6.5: City regulations and programs should support forest retention and impervious surface restrictions to maintain hydrologic function.**
- **POLICY ECP-6.7:** Clearing and grading shall be limited on all short plats, plats, commercial projects, and all non-residential projects to protect water quality, maintain hydrologic functions or wetlands, attenuate surface water runoff, limit erosion, and maintain fish and wildlife habitat and visual buffers. Seasonal limits shall restrict clearing and grading to the driest months. **Tree retention shall be required for soil stability, significant trees, and buffering of development.**
- **POLICY ECP-6.12: The City shall prepare regulations to preserve and protect trees in easements, rights-of way, parks, and potentially, under certain circumstances, private property.** These regulations shall include, but shall not be limited to, guidelines for utility providers, private firms, City contractors and staff, as well as private individuals and neighborhood associations regarding appropriate practices for the pruning, maintenance, and/or removal of trees.

While permanent tree retention regulations are developed through the normal Planning Commission / City Council legislative review process, this emergency ordinance will continue to assist in accomplishing the goals of the Sammamish Comprehensive Plan through having:

1. Added a new standard in SMC 21A.35.210 maintaining the significant tree retention requirement of 25% for new short plats of 2 lots.
2. Raised the significant tree retention requirement currently in SMC 21A.35.210 (2) for new subdivisions and short plats of 3 or more lots from 25% to 35%.
3. Eliminated the "double count" currently in SMC 21A.35.210 (2) of up to 50% of significant trees in environmentally sensitive areas to count towards the retention requirements for all new subdivisions and short plats.
4. Eliminated incentives in SMC 21A.35.220 for significant tree retention of 30% for reduced recreation space site requirements and 35% for increased net density of a site.
5. Added a new requirement in SMC 21A.35.240 for a 1:1 replanting of every significant tree lawfully removed as part of a new subdivision or short plat of 3 or more lots.

An emergency ordinance with interim tree retention regulations was initially adopted by City Council on October 14, 2014, extended on April 14, 2015 and are set to expire on October 14, 2015. If approved, this emergency ordinance will effectively extend the expiration of the interim tree retention regulations to April 14, 2016, thereby providing sufficient time for permanent regulations to be completed through the normal Planning Commission / City Council legislative review process.

Financial Impact:

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

Recommended Motion:

Adopt the emergency ordinance to extend interim tree regulations an additional six (6) months to April 14, 2016.

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING INTERIM DEVELOPMENT
REGULATIONS AS AUTHORIZED BY THE GROWTH
MANAGEMENT ACT RELATING TO TREE RETENTION;
PROVIDING FOR SEVERABILITY; AND DECLARING AN
EMERGENCY**

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote the public health, safety, aesthetics, and welfare, the City of Sammamish (“City”) provides for the retention of significant trees, which is done primarily through the implementation of comprehensive and thorough review of new subdivisions and short plats; and

WHEREAS, the City has determined that tree retention for new subdivisions and short plats as currently codified in Sammamish Municipal Code (“SMC”) Chapter 21A.35 is not fully accomplishing the goals set forth by the Sammamish Comprehensive Plan; and

WHEREAS, the City has determined that amendments to the tree retention regulations are required, and is interested in preventing the removal of additional significant trees until such time as the tree retention regulations can be thoroughly reviewed and amended; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary in order to allow adequate time for the City to effectively analyze and determine if the current development regulations are sufficient to provide for appropriate tree retention within the City; and

WHEREAS, through the adoption of Ordinance No. 02014-375 on October 14, 2014, the City Council adopted interim development regulations relating to tree retention; and

WHEREAS, pursuant to State law, the City held a public hearing on December 2, 2014 to take public testimony and further consider said interim development regulations; and

WHEREAS, on April 7, 2015, after completing a public hearing, the City Council found it necessary to renew the interim development regulations for an additional six (6) month timeframe in order to complete the research and other analysis necessary for the adoption of permanent regulations; and

WHEREAS, since October 2014, the Planning Commission has held public hearings, and analyzed, developed and submitted its recommendation on permanent tree regulations to the City Council; and

WHEREAS, the City Council has considered and held public hearings on permanent regulations on July 21, 2015, September 1, 2015, September 15, 2015, and October 6, 2015; and

WHEREAS, the City Council finds that it is necessary to extend the effective duration date of the interim development regulations for an additional six (6) month timeframe in order to complete the research and other analysis necessary for the adoption of permanent regulations;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations amending Sammamish Municipal Code Chapter 21A.35 as set forth in Attachment A to this Ordinance.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council held a public hearing at the City Council's regular meeting beginning at 6:30 p.m. on October 6, 2015 in order to take public testimony and to consider adopting further findings of fact.

Section 5. Referral to the City Manager. The City Council requests that the City Manager and his staff work diligently with the City Council to formulate and adopt permanent regulations.

Section 6. 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 7. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force on October 14, 2015 to extend the interim development regulations for an additional six (6) months. Pursuant to *Matson v. Clark County Board of Commissioners*, 79

Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the “WHEREAS” clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF OCTOBER, 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:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

Attachment A

Interim Development Regulations

Chapter 21A.35

DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION

...

21A.35.210 Tree retention requirements

The following tree retention requirements shall be applied in addition to the applicable requirements of Chapters 16.15 and 21A.50 SMC:

(1) Emergency tree removal to prevent imminent danger or hazard to persons or property shall not be limited by this section or SMC 21A.35.230, Tree protection standards.

(4)(2) All new short plats of 2 lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.

(32) All new subdivisions and short plats of 3 or more lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of ~~35~~25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; ~~provided, that 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.~~

(34) All new commercial and institutional developments shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 30 percent of significant trees shall be retained.

- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; provided, that trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (3)(a) of this section.

(54) All clearing and grading of existing undeveloped properties shall retain significant trees subject to the requirements for tree retention of commercial developments.

(65) Trees identified for retention shall be selected, to the extent feasible, subject to the following criteria:

- (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.

(76) Subject to review and approval by the director, up to 50 percent of trees identified for retention may be removed, provided replacement trees shall be required pursuant to SMC 21A.35.240, Tree replacement and enforcement.

(87) Exceptions to the tree retention standards may be requested and approved by the City subject to the satisfying all of the following criteria:

- (a) Strict compliance with the provisions of this code would prevent reasonable use of the property;
- (b) Proposed tree removal and proposed replacement is consistent with this section and SMC 21A.35.230, Tree protection standards, Chapters 21A.50 and 16.15 SMC; and
- (c) Proposed tree replacement is consistent with the requirements of SMC 21A.35.240, Tree replacement and enforcement. (Ord. O2005-175 § 1)

21A.35.220 Tree retention incentives

~~Projects that retain more trees than required pursuant to SMC 21A.35.210 may be granted the following incentives, subject to City review and approval:~~

- ~~(1) New subdivisions and short plats which retain a total of 30 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on the subject site may reduce required on-site recreation space by up to 10 percent; and~~
- ~~(2) New subdivisions and short plats which retain a total of 35 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on~~

~~the subject site may modify the net density calculation pursuant to SMC 21A.25.080 to include up to 10 percent of the area within environmentally sensitive areas towards site density calculations. (Ord. O2005-175 § 1)~~

21A.35.230 Tree protection standards

The following tree protection standards shall apply to trees retained pursuant to SMC 21A.35.210, Tree retention requirements:

(1) All trees identified for retention shall be identified on project site plans, and shall include a summary of the project specific tree protection measures.

(2) Trees identified for retention shall be identified on the project site by use of one or more of the following methods:

- (a) Tree protection barriers shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Protection barriers shall consist of fencing at least four feet high, constructed of chain link or polyethylene laminar safety fencing or similar material; or
- (b) Tree protection flagging shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Flagging should include signs reading "Tree Save Area."

(3) All construction activities shall be located outside of the dripline of trees identified for retention.

(4) Site plans shall be designed to provide long-term protection of trees identified for retention. Site design shall incorporate one of the following to provide protection of retained trees:

- (a) Curbing or other physical barrier in areas used by vehicular traffic;
- (b) Fencing around areas adjacent to areas not used by vehicular traffic; or
- (c) Other protection means subject to approval by the director.

(5) All trees identified for retention may be pruned and otherwise maintained at the property owner's discretion; provided, that topping of retained trees and removal of more than 25 percent of existing limbs shall only be permitted under the direction of a certified arborist. (Ord. O2005-175 § 1)

21A.35.240 Tree replacement and enforcement

This section shall apply in addition to the provisions of SMC Title 23, Code enforcement.

(1) Any significant tree lawfully removed pursuant to SMC 21A.35.210(3), (7) or (8) Tree retention requirements, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH); and
- (c) Each significant trees shall be replaced with one (1) new tree.

(24) Any tree removed in violation of SMC 21A.35.210, Tree retention requirement, or any tree removed pursuant to the exception process of SMC 21A.35.210(6), Tree retention requirement, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least ~~two~~ and one-half (2.5) inches in diameter (DBH); and
- (c) Trees shall be replaced subject to the following replacement ratios:
 - (i) Removed trees with a DBH greater than nine (9) inches up to twelve (12) inches shall be replaced by four (4) trees;
 - (ii) Removed trees with a DBH greater than twelve (12) inches up to sixteen (16) inches shall be replaced by six (6) trees; and
 - (iii) Removed trees with a DBH of sixteen (16) inches or more shall be replaced by eight (8) trees.

(32) Financial guarantees for replacement trees may be required consistent with the provisions of SMC Title 27A.

(43) At the discretion of the director, each tree removed in violation of this chapter may be considered a separate code enforcement case for the purposes of SMC Title 23, Code Enforcement. (Ord. O2005-175 § 1)



Memorandum

Date: October 6, 2015
To: Sammamish City Council
From: Ben Yazici, City Manager
Re: Sahalee Way Alternatives Analysis Report

Background:

This project is included in the City's adopted 2016-2021 Six Year Transportation Improvement Program with a planning level total cost estimate of \$15.7 million for a 3-lane configuration from SE 25th Way and the northern city limit. The proposed lane configurations considered in the initial project include sidewalk and bike lanes, and a center turn lane or island where needed.

On May 5th, 2015, Council approved a contract with Pertect Inc., for the creation of a preliminary design report for the Sahalee Way corridor. The purpose of the report is to analyze traffic data using updated peak traffic forecasts provided by the updated Comprehensive Plan, and recommend the major elements necessary for this project to satisfy the City's transportation concurrency requirements. The analysis considered both 3-lane and 5-lane roadway configurations with planning-level cost estimates completed for each. Additionally, the intersection at NE 28th Place was analyzed for both traffic signal and roundabout improvements. At the request of the Council's Transportation Committee, the scope of the study was extended to include the intersection at Hwy 202 (which is controlled by WSDOT) within the King County roadway section.

With the report completed, staff is seeking Council's direction for the scope of the final engineering design. The report recommends the 3-lane base option to satisfy concurrency. Additional corridor enhancements, while not required for concurrency, are presented for Council's consideration.

Alternatives Analysis Recommendations:

The Alternatives Analysis Report recommends a 3-lane configuration for a base option that satisfies concurrency requirements by increasing the corridor capacity to meet the City's transportation level of service standards. This base option has a current total project cost estimate of \$14,160,000. The section between NE 25th Way and NE 37th Street includes a sidewalk on the

west side, a 3-foot planter strip, an 11-foot travel lanes, striped two-way left turn lane, and bike lanes (the east side being an 8-foot combined bike lane/shoulder), see figure 1 below.

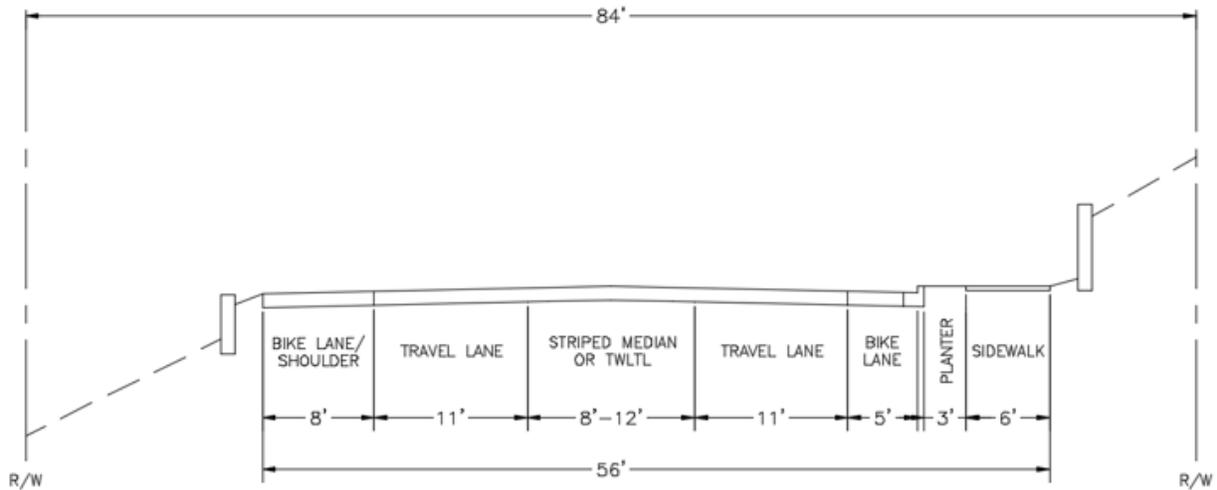


Figure 1 - Three-Lane base design proposed cross section (in Sammamish, facing south)

The section north of NE 37th will remain as is, following the King County standard section. This includes 11-foot travel lanes and 8-foot shoulders for bikes and emergency parking, see figure 2 below.

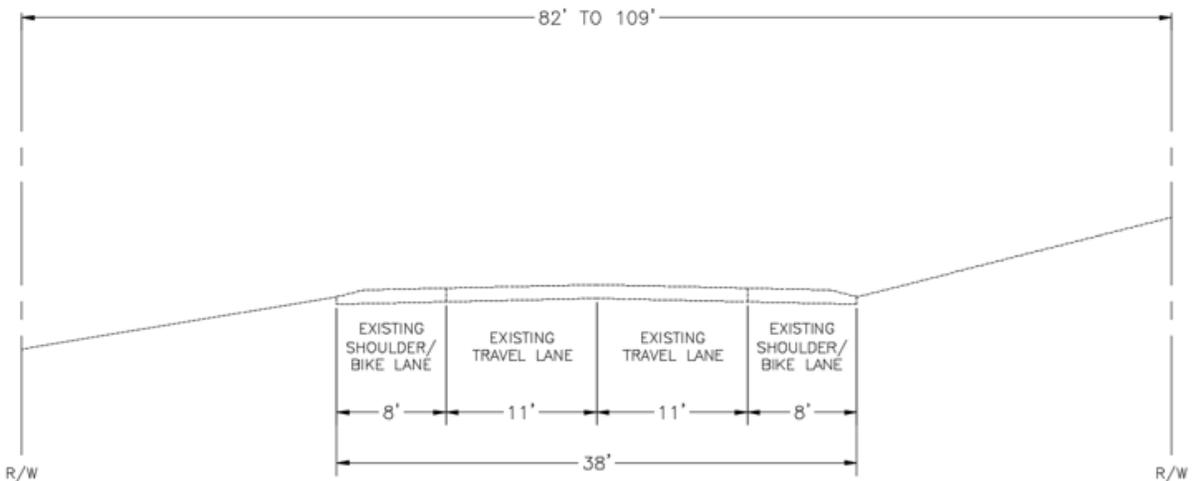


Figure 2 - Existing cross section North of NE 37th and in King County

The 3-lane design employs several design elements to meet concurrency requirements, optimize existing conditions, and reduce retaining wall costs:

- A. Reduce striped median width between NE 28th Street and NE 25th Way, and elimination of the median from City Limit to NE 37th Street.
- B. No roadway changes north of NE 37th Way

- C. Construct sidewalk, planter strip, curb and gutter on west side only
- D. Maintain existing roadway centerline and top with new asphalt overlay.
- E. Maintain existing illumination
- F. Reduce planter strip width (3-feet vs. 5-feet)

Table 1 below shows optional enhancements to the 3-lane base option. These optional enhancements are not required for concurrency, therefore are not eligible to be paid for with transportation impact fee revenues:

Table 1 – Three-Lane Enhancement Cost Estimates

Enhancement	Description	City of Sammamish Cost	King County Cost
	Base 3-lane Configuration	\$14,160,000	
A	Enhanced Pedestrian Crossings	\$45,000 each	-
B	Bus Pullouts	\$320,000	-
C	Widened Planter Strip	\$820,000	-
D	Right-Turn Lane	\$480,000	-
E	Raised Median Island	\$160,000	-
F	Widened Painted Medians	\$2,730,000	-
G	Truck Climbing Lane	\$3,420,000	\$2,390,000

The optional enhancements to the 3-lane base option are described below:

- A. Enhanced Crossings – Estimate shown is for a pedestrian-actuated flashing beacon controlled crossing. Staff would complete a warrant analysis during final design to evaluate specific locations, and coordinate with King County Metro.
- B. Bus Pullouts – Estimate is for all bus stop locations on the west side, and would allow busses to exit the travel lane. Staff would coordinate with King County Metro and the Microsoft Connector. East side would not have pullouts, as there will already be an 8-foot bike lane/shoulder allowing busses to exit the travel lane.
- C. Widen Planter Strip – Estimate includes widening 3-foot planter strip in base option to the standard 5-foot width. Either width will support grass and regular mowing.
- D. Right-Turn Lane – Estimate is for southbound NE 28th Street, and reflects walls and additional right of way acquisition. The adjacent property owner has requested that the project not impact his property, which right turn installation would do. The turn lane is not required for concurrency. Intersection function would improve slightly by allowing turning vehicles to decelerate outside of the through lane.
- E. Raised Median Island – Estimate is for curb, gutter and planting for the median island between NE 25th and NE 28th/233rd Ave SE. The base option of a striped median is easier for maintenance and for emergency crews responding to disabled vehicles blocking roadway (e.g. accidents and snow conditions).
- F. Widened Painted Medians – Additional walls are required to widen striped medians from 8-feet to 12-feet between NE 25th and NE 28th/233rd Ave SE and to add medians from City Limit to NE 37th Street.
- G. Truck Climbing Lane – City would be responsible for the total combined \$5.8 million cost estimate, as King County staff has told City staff that King County will not

contribute to the portion of the lane to be constructed in the County. The climbing lane up the hill north of NE 37th would save an average of 6.9 seconds/vehicle.

Intersection Delay and Corridor Travel Time Comparisons:

The recommended 3-lane configuration satisfies concurrency requirements and meets the City's transportation level of service standards based on 2035 design year projections. Projected traffic volumes are higher in 2035, therefore the recommended 3-lane improvements will see approximately 10% higher corridor travel times than are currently experienced in both the northbound and southbound directions.

A 5-lane configuration offers similar performance but with some operational benefit. Compared with current conditions, it would reduce corridor travel times by 3% in the southbound direction PM peak hour. It would also reduce intersection delay by 6-seconds at NE 28th/NE 223rd and 15-seconds at NE 37th. The 5-lane configuration cost estimate is \$67 million for the portion in the City and an additional \$12 million in King County.

The State operated intersection of Sahalee Way NE and SR 202 could benefit from operation improvements. City AM peak hour delay could be reduced at SR 202 by extending the northbound green phase, but the magnitude of the affects is controlled by the State's signal timing. Further, PM peak delay could be reduced by widening the intersection for an additional eastbound right turn lane and an additional eastbound through lane. However, there would be additional right of way and wetland impacts in locations controlled by the State and King County.