



City Council, Special Meeting

AGENDA

6:00 pm – 10:00 pm

July 5, 2016

Call to Order

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

Resume Open Session

6:30 pm

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

Student Liaison Reports

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. Please be aware that Council meetings are videotaped and available to the public.*

Consent Calendar

- Payroll for period ending June 15, 2016 for pay date June 20, 2016 in the amount of \$ 388,754.45
- 1. **Approval:** Claims For Period Ending July 5, 2016 In The Amount Of \$1,418,431.93 For Check No. 44715 Through 44807
- 2. **Contract:** Transportation Comprehensive Plan Update/Transportation Solutions, Inc.
- 3. **Contract:** Consulting Arborist Services/Tree Solutions
- 4. **Grant:** Zackuse Creek Fish Passage/King County

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.

5. **Approval:** Minutes for the Joint Meeting with Planning Commission Special Meeting on June 7, 2016
6. **Approval:** Notes for the Study Session on June 14, 2016

Public Hearings

7. **Ordinance:** First Reading: Amending Section 21a.55.030 Of The Sammamish Municipal Code Relating To Wireless Communication Facilities; Providing For Severability; And Establishing An Effective Date
8. **Ordinance:** First Reading: Amending Sections 19a.12.020, 19a.16.045, 20.05.030, 20.05.035, 20.05.100 21a.95.070, And 21a.100.060 Of The Sammamish Municipal Code Relating To Permitting Procedures; Providing For Severability; And Establishing An Effective Date

Unfinished Business - None

New Business

9. **Ordinance:** First Reading: Relating To The Deferral Of Impact Fees; Adding A New Sammamish Municipal Code Chapter 14a.25 Entitled Impact Fee Deferral; Amending Sections 14a.15.020 And 14a.20.020 And Chapter 21a.105 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

Council Reports/Council Committee Reports

City Manager Report

Adjournment

AGENDA CALENDAR

July 2016				
Tues 7/12	07/06	6:30 pm	Study Session	Discussion: YMCA Property Development Discussion: Trails, Bikeways & Paths Planning Update Discussion: Sidewalks Revenue Report
Tues 7/19	07/13	6:30 pm	Regular Meeting	Proclamation: Women's Equality Day Presentation: ECHS Football Team Public Hearing: Public Works Standards Ordinance: Second Reading Wireless Regulations Ordinance: Second Reading Procedural Code Amendments Ordinance: Second Reading Impact Fees Discussion: Iss. Fall City Road Project 30% Design Update <u>Consent Agenda:</u> Bid Award: 228 th & Iss. Pine Lake Road Intersection Project/TBD Bid Award: 212 th Avenue Non-motorized Project/TBD
Aug 2016				
Sept 2016				
Tues 9/6	08/31	6:30 pm	Regular Meeting	Proclamation: Mayor's Month of Concern Food Drive Presentation: PC Handoff of Stormwater Design Manual & LID Code Revisions <u>Consent Agenda</u> Bid Award: SE 4 th Street Contract: Trails, Bikeways and Path Plan Consultant/TBD Contract: YMCA Property Development Plan Consultant/TBD Contract: 2016 Non-Motorized Design/TBD Contract: SE 4 th Street Construction Support/TBD Contract: Beaver Lake Shop Roof Replacement/TBD
Tues 9/13	09/07	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget Discussion: Public Works Standards Presentation: PC Handoff of Revised Surface Water Design Manual
Tues 9/20	09/14	6:30 pm	Regular Meeting	Public Hearing: First Reading Adopting Revised Surface Water Design Manual <u>Consent Agenda</u> Contract: ADA Transition Plan Completion Consultant/TBD
Oct 2016				
Tues 10/4	09/28	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Ordinance: Second Reading Adopting Revised Surface Water Design Manual <u>Consent Agenda:</u> Contract: Intersection Improvement Design/TBD Contract: Neighborhood Projects Design/TBD Contract: ADA Transition Plan Completion Consultant/TBD
Tues 10/11	10/05	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget Discussion: 2017-2018 Human Service Grants

Tues 10/18	10/12	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Ordinance: Second Reading Adopting Revised Surface Water Manual & Revised LID Code <u>Consent Agenda:</u> Bid Award: 2016 Patching Projects/TBD Bid Award: 2016 Guard Rail Repair/TBD
Nov 2016				
Tues 11/1	10/26	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Public Hearing: First Reading Adopting Low Impacted Development Code Update <u>Consent Agenda:</u> Bid Award: 228 th & Iss. Pine Lk Road Intersection/TBD
Tues 11/8	11/02	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget Discussion: 2016-2017 Comprehensive Plan Amendment Docket
Tues 11/15	11/09	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Public Hearing/Resolution: 2016-2017 Comprehensive Plan Amendment Docket <u>Consent Agenda:</u> Resolution: Final Acceptance Major Stormwater Drainage Facility Repair Project Contract: 2017 Water Quality Monitoring/TBD Approval: 2017-2018 Human Service Grants
Dec 2016				
Mon 12/5		5:30 - 8:00 pm	Volunteer Recognition Dinner	
Tues 12/6	11/30	6:30 pm	Regular Meeting	Ordinance: Second Reading Adopting Low Impacted Development Code Update <u>Consent Agenda:</u> Resolution: Final Acceptance Inglewood Trunkline Project Resolution: Final Acceptance 2016 Asphalt Overlay Program Resolution: Final Acceptance 212 th Repair Resolution: Final Acceptance 212 th Avenue Non-motorized Project Approval: 2017/2018 Human Service Grants
Tues 12/13	12/7	6:30 pm	Special Meeting	Parks, Public Works & Facilities Maintenance Contracts Parks & Public Works Engineering Support Services Contracts
Tues 12/20	12/14	6:30 pm	Regular Meeting	
	To Be Scheduled		Parked Items	
			Parked Items	

<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Puget Sound Energy Franchise • Economic Development Plan • Traffic Impact Fee Update • ITS System Project Final Acceptance • Department Reports • Adoption Public Works Standards • Off-Leash Dogs • Discussion: Concurrency Ordinance • Comprehensive Plan Transportation Element (2017) • Contract: SE 24th St Sidewalk Design/TBD • Lake Sammamish Water Level • Connectivity Model Process • Bid Award: 212th Way Repair (Snake Hill)/TBD • Contract: 212th Way Repair Construction Support/TBD 	<ul style="list-style-type: none"> • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Discussion: Inner City Bus Service • Good Samaritan Law • Stormwater Comprehensive Plan • Bid Award: 212th Way Repair (Snake Hill)/TBD • Contract: 212th Way Repair Construction Support/TBD • Contract: Major Stormwater Facility Repair/TBD 	<ul style="list-style-type: none"> • Mountains to Sound Greenway • Sustainability/Climate Change • Water Quality Update
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If you are looking for facility rentals, please click [here](#).

June

July 2016

August

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 9:30 a.m. Transportation Committee Meeting	2 10 a.m. Independence Day Parade in Klahanie
3	4 5 p.m. 4th on the Plateau Volunteer 6 p.m. Fourth on the Plateau	5 6:30 p.m. City Council Meeting	6 10:30 a.m. Health/Human Services Committee Meeting 4 p.m. Sammamish Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting	7 9 a.m. Finance Committee Meeting 10 a.m. Family Friendly Volunteering 6:30 p.m. Planning Commission Meeting 6:30 p.m. Concerts in the Park	8	9 1 p.m. Sammamish Walks
10	11	12 8:30 a.m. David Allison Art Exhibit 1 p.m. KidsFirst! 6:30 p.m. City Council Study Session	13 4 p.m. Sammamish Farmer's Market	14 6:30 p.m. Concerts in the Park	15 10 a.m. Blood Drive	16 7 p.m. Shakespeare in the Park
17	18	19 1 p.m. KidsFirst! 6:30 p.m. City Council Meeting	20 4 p.m. Sammamish Farmer's Market	21 10 a.m. Family Friendly Volunteering 6 p.m. Exhibiting Artist Reception - David Allison 6:30 p.m. Concerts in the Park 6:30 p.m. Planning Commission Meeting	22	23 10 a.m. Sammamish Walks 7 p.m. Shakespeare in the Park
24	25 6:30 p.m. Arts Commission Meeting	26 1 p.m. KidsFirst!	27 4 p.m. Sammamish Farmer's Market	28 6:30 p.m. Concerts in the Park	29	30 10 a.m. Sammamish Walks
31						

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

July

August 2016

September

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 1 p.m. KidsFirst!	3 4 p.m. Sammamish Farmer's Market 6:30 p.m. Parks and Recreation Commission Meeting	4 6:30 p.m. Concerts in the Park	5	6 10 a.m. Sammamish Walks
7	8	9 1 p.m. KidsFirst!	10 4 p.m. Sammamish Farmer's Market	11 6:30 p.m. Concerts in the Park	12	13
14	15	16 1 p.m. KidsFirst!	17 4 p.m. Sammamish Farmer's Market	18 6:30 p.m. Concerts in the Park	19	20 10 a.m. Sammamish Days 10 a.m. Sammamish Walks 6 p.m. Sammamish Nights
21	22 6:30 p.m. Arts Commission Meeting Canceled	23 1 p.m. KidsFirst!	24 4 p.m. Sammamish Farmer's Market	25 6:30 p.m. Concerts in the Park	26	27
28	29	30 1 p.m. KidsFirst!	31 4 p.m. Sammamish Farmer's Market			



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: June 30, 2016
RE: Claims for July 5, 2016

\$ 59,525.67
 27,598.12
 999.87
 19,558.66
 576.26
 100.00
 1,306,143.10
 3,930.25

Top 10 Over \$10,000 Payments

Watson Asphalt	\$534,782.63	2016 Pavement Overlay Program
Coast to Coast Turf	\$216,508.96	EHS Turf Replacement Project
Plateau 120 LLC	\$153,191.40	Refund of ROW & Site Restoration Bond
Lochner	\$84,162.87	SE Iss/Fall City Rd Improvement Project
Osborn Consulting	\$54,727.04	Inglewood Hill Stormwater Improvements
Wa Dept of Ecology	\$28,287.00	Regional Stormwater Monitoring Permit
Perteet	\$21,726.61	SE 4th St Improvements/ Sahalee Way Improvements
US Bank - Visa Card	\$19,558.66	City Wide Visa Card Purchases
Eversons	\$17,938.37	SWM System Cleaning
PSE	\$17,414.71	City wide Electric & Gas

TOTAL \$ 1,418,431.93

Check #44715 - # 44807

59,525.67 +
 27,598.12 +
 999.87 +
 19,558.66 +
 576.26 +
 100.00 +
 1,306,143.10 +
 3,930.25 +
 1,418,431.93 *

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/20/2016 - 9:56 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44715	06/20/2016	CENTURY	Century Link	52.76	44,715
44716	06/20/2016	ICMA401	ICMA 401	46,736.45	44,716
44717	06/20/2016	ICMA457	ICMA457	10,926.26	44,717
44718	06/20/2016	IDHW	Idaho Child Support Receipting	200.00	44,718
44719	06/20/2016	NAVIA	Navia Benefits Solution	1,172.44	44,719
44720	06/20/2016	PSE	Puget Sound Energy	17,414.71	44,720
44721	06/20/2016	Sam	Sammamish Plateau Water Sewer	10,130.65	44,721
44722	06/20/2016	WASUPPOR	Wa State Support Registry	490.52	44,722

VOID

Check Total:

~~87,123.79~~

59,525.67

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/20/2016 - 10:35 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44723	06/20/2016	CENTURY	Century Link	52.76	44,723
44724	06/20/2016	PSE	Puget Sound Energy	17,414.71	44,724
44725	06/20/2016	SAM	Sammamish Plateau Water Sewer	10,130.65	44,725
				Check Total:	27,598.12

Accounts Payable
 Computer Check Register

User: mdunham
 Printed: 06/22/2016 - 10:18AM
 Batch: 00007.06.2016
 Bank Account: APPR

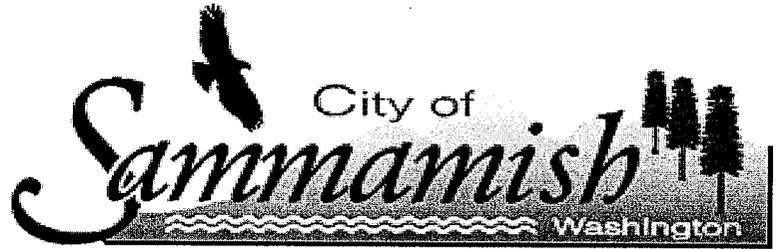


Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44726	KRAUSS	Justin Krauss	6/22/2016		999.87
Check 44726 Total:					999.87
Report Total:					999.87

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/23/2016 - 4:10 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44727	06/24/2016	US BANK	U. S. Bank Corp Payment System	19,558.66	44,727
				19,558.66	
Check Total:				19,558.66	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/24/2016 - 10:20 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44728	06/24/2016	PETTY CA	Petty Cash	326.26	44,728
44729	06/24/2016	WWCICC	WWCICC	250.00	44,729
				576.26	
Check Total:				576.26	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 6/27/2016 - 9:40 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44730	06/27/2016	RODRIGUE	Rafael Rodriguez	100.00	44,730
				<u>100.00</u>	
Check Total:				<u>100.00</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/29/2016 - 3:20 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44731	07/05/2016	APEX	Apex Facility Resources, Inc	1,584.09	44,731
44732	07/05/2016	BERGERPA	Berger Partnership	4,108.72	44,732
44733	07/05/2016	BEST	Best Parking Lot Cleaning, Inc	273.75	44,733
44734	07/05/2016	BMC	BMC West Corp	151.14	44,734
44735	07/05/2016	BRIDENST	Art Bridenstine	14.24	44,735
44736	07/05/2016	CDW	CDW Govt Inc	11,739.58	44,736
44737	07/05/2016	CENTURY	Century Link	195.28	44,737
44738	07/05/2016	CERTIFIE	Certified Backflow Testing, Inc	40.00	44,738
44739	07/05/2016	CNI	CNI Locates LTD	212.50	44,739
44740	07/05/2016	COASTTUR	Coast To Coast Turf Inc	216,508.96	44,740
44741	07/05/2016	COLECHRI	Christy Cole	204.00	44,741
44742	07/05/2016	CONTRACT	Contract Hardware, Inc	1,271.27	44,742
44743	07/05/2016	CRESSY	Cressy Door Co., Inc	568.31	44,743
44744	07/05/2016	ELTEC	Eltec Systems LLC	4,307.41	44,744
44745	07/05/2016	EVANS	David Evans & Associates, Inc	4,555.09	44,745
44746	07/05/2016	EVERSONS	Everson's Econo Vac, Inc.	17,938.37	44,746
44747	07/05/2016	FASTENAL	Fastenal Industrial Supplies	291.74	44,747
44748	07/05/2016	FASTSIGN	Fastsigns Bellevue	1,795.36	44,748
44749	07/05/2016	FLASHBAC	Frederick W. Johnson	1,000.00	44,749
44750	07/05/2016	FOLSPARK	Friends Of Lk Sammamish State Park	2,000.00	44,750
44751	07/05/2016	FUNADDIC	Robert W. Seeley	850.00	44,751
44752	07/05/2016	GRAYOS	Gray & Osborne, Inc.	16,754.15	44,752
44753	07/05/2016	HANDLOS	Lynne Handlos	26.46	44,753
44754	07/05/2016	HDFOWL	H. D. Fowler Company	85.08	44,754
44755	07/05/2016	HDR	HDR Engineering, Inc	880.39	44,755
44756	07/05/2016	HDSUPPLY	HD Supply Waterworks	433.62	44,756
44757	07/05/2016	HENDRIKU	Hendrikus Organics, Inc.	1,668.78	44,757
44758	07/05/2016	HERMANSO	Hermanson Co LLP	2,794.78	44,758
44759	07/05/2016	INTEGRA	Electric Lightwave	1,878.97	44,759
44760	07/05/2016	ISSCITY	City Of Issaquah	9,874.36	44,760
44761	07/05/2016	JACKS	Jack's Repair, LLC	9,270.85	44,761
44762	07/05/2016	KINGFI	King County Finance A/R	1,271.04	44,762
44763	07/05/2016	KINGWAT	King County Finance	6,225.00	44,763
44764	07/05/2016	KRIEG	Kyler Krieg	33.00	44,764
44765	07/05/2016	L&IELEVA	Dept of Labor & Industries	129.00	44,765
44766	07/05/2016	LAKESIDE	Lakeside Industries	5,862.93	44,766
44767	07/05/2016	LESSCHWA	Les Schwab Tire Center	128.92	44,767
44768	07/05/2016	LIGHTLOA	Light Loads Concrete, LLC	534.65	44,768
44769	07/05/2016	LIVESOU	Live Sound & Stage LLC	1,040.25	44,769
44770	07/05/2016	LOCHNER	Lochner, Inc.	84,162.87	44,770
44771	07/05/2016	MINUTE	Minuteman Press	1,438.39	44,771
44772	07/05/2016	MOBERLY	Lynn Moberly	12,500.00	44,772
44773	07/05/2016	NC MACH	NC Machinery Co	3,150.32	44,773
44774	07/05/2016	NWNUISAN	NW Nuisance Wildlife Control	273.75	44,774
44775	07/05/2016	OSBORN	Osborn Consulting, Inc	54,727.04	44,775
44776	07/05/2016	PACAIR	Pacific Air Control, Inc	1,485.73	44,776
44777	07/05/2016	PACSOIL	Pacific Topsoils, Inc	1,947.35	44,777
44778	07/05/2016	PERTEET	Perteet, Inc.	21,726.61	44,778
44779	07/05/2016	PLANTSCA	Plantscapes, Inc	10,996.92	44,779
44780	07/05/2016	PLATEAU1	Plateau 120 LLC	153,191.40	44,780

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 6/30/2016 - 9:03 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
44805	07/05/2016	KIMSEY	Sarah Hawes Kimsey	1,105.00	44,805
44806	07/05/2016	LIVESOU	Live Sound & Stage LLC	1,040.25	44,806
44807	07/05/2016	WRPA	Wa Recreation & Parks Assoc	1,785.00	44,807
Check Total:				3,930.25	



Meeting Date: July 5, 2016

Date Submitted: June 29, 2016

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: Professional Services Agreement with Transportation Solutions, Inc. (TSI) to update the City's concurrency project list, update the City's Traffic Impact Fee and update the City's Comprehensive Plan Transportation Chapter accordingly.

Action Required: Authorize the City Manager to execute an Agreement for Services with TSI in an amount not to exceed \$67,060 for provision of the desired concurrency system and traffic impact fee update related services.

Exhibits: Exhibit 1 -- Agreement For Services -- executed by TSI
Exhibit "A" -- Scope of Services
Exhibit "A-1" -- Fee Estimate for Services

Budget: This work will be paid for out of currently budgeted funds in line item 101-000-542-10-41-00, Professional Services, of the City's adopted 2016 Street Fund budget.

Summary Statement:

With the City's annexation of the Klahanie Area on January 1, 2016, it has become necessary for the city to update its concurrency level of service and traffic impact fee calculations. This work will result in an updated list of transportation concurrency projects based on recently completed city wide traffic counts, an updated traffic impact fee based on the new concurrency project list and revisions to the Transportation Chapter of the City's 2015 Comprehensive Plan to reflect all of these updates. This update work will also result in a recalibration of the City's traffic model to reflect the actual 2016 roadway segment and intersection traffic counts completed in late April/early May.

Background:

The City should update its list of concurrency projects and the associated traffic impact fee on a periodic basis or when a major transportation-related event occurs. The annexation of the Klahanie Area was such an event. This annexation brought Issaquah-Fall City Road, a principal arterial roadway, into the City. When this roadway was in the County, it was not eligible to be a part of the City's level of service, concurrency or traffic impact fee programs. Because this street is now a City responsibility and its improvement is now available to be at least partially funded with the use of the City's traffic impact fee revenues, it makes sense to update these programs to include this roadway.

While this work is being completed, it also makes sense to update these same programs to reflect the most recent traffic count information the City has available. This latest traffic count information was gathered in late April/early May of this year.

In addition, staff has discovered some information in the 2015 Comprehensive Plan Transportation Chapter that needs to be updated or revised. Staff would like to correct all of this information in preparation of Council adoption of a revised Comprehensive Plan Transportation Chapter during the first half of 2017.

Financial Impact:

The City's adopted 2016 Street Fund budget contains an appropriation of \$240,477 in line item 101-000-542-10-41-00, Professional Services, for street related engineering services. The cost of work completed under this Professional Services Agreement is being paid for out of this appropriation and is an anticipated use of this appropriation.

Recommended Motion:

Authorize the City Manager to execute an Agreement for Services with TSI in an amount not to exceed \$67,060 for completion of the referenced scope of services. In addition, authorize the City Manager to administer a management reserve in the amount of \$10,000 for unanticipated additional services that might be needed to complete this work.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Transportation Solutions, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Transportation Solutions, Inc. (TSI), 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-1" attached hereto

A sum not to exceed \$67,060, excluding any additional city authorized management reserve

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, 2017, 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.** 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 acts, errors or omissions of the Consultant in performance of this Agreement, 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

Exhibit 1

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. 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 Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant 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: Transportation Solutions, Inc.
Contact Name: Victor Salemann, Principal
Street Address: 8250 165th Avenue NE, Suite 100
City, State Zip: Redmond, WA 98052
Phone Number: 425-823-4134
Email: victors@tsinw.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 Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Print Name: _____

Print Name: Victor Salemann

Title: _____

Title: Principal

Date: _____

Date: 6/27/16

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

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	

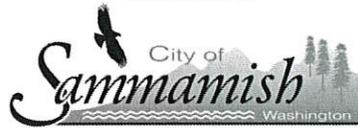
Authorization to Consultant: \$
Account Number:
Date:

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.: 91-1383114

Social Security No.: _____

Print Name: Jill Berbench

Title: Project Administrator

Business Name: Transportation Solutions, Inc.

Business Address: 8250 165th Ave NE #100, Redmond, WA 98052

Business Phone: (425) 883-4134

6/27/16
Date

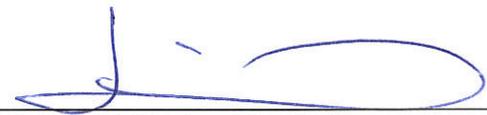

Authorized Signature (Required)

Exhibit "A"
Scope of Work
City of Sammamish

**Transportation Level of Service (LOS) Assessment, Impact Fee Update and Comprehensive Plan
Amendment**

Task 1 Project Management

TSI will provide ongoing project management including monthly invoices and progress reports and regular communications the City.

Deliverable: Monthly invoices and progress reports.

Task 2 Support DEA Recalibration the VISUM Travel Demand Forecasting Model

TSI will support DEA in the recalibration of the travel demand model. Specifically, TSI will provide input relative to network link and multi-point assignment revisions to better reflect current and planned development and concurrency segment locations.

Deliverable: A technical memo will be prepared describing recommended model revisions to be included in the recalibration.

Task 3 Update Concurrency Segments

TSI will support DEA in the modification of the VISUM Travel Demand Model to add new concurrency segments resulting from the Klahanie Annexation. Associated linked spreadsheets and SYNCHRO intersection LOS models will be updated by DEA as required so that the concurrency management system includes the added roadway segments and intersections.

Deliverable: A technical memo will be recommending VISUM modifications to address new concurrency segments.

Task 4 Report 2016 LOS based upon 2016 Traffic Counts

TSI will calculate 2016 intersection and segment LOS using the 2016 count data obtained by the city per the City's adopted LOS standards. TSI will update the City's SYNCHRO intersection LOS model and concurrency segment spreadsheets with the new traffic counts and any new roadway improvements to provide a 2016 LOS summary.

Deliverable: TSI will provide the City with updated segment and intersection concurrency spreadsheets and will create a 2016 SYNCHRO intersection LOS model consistent with the DEA concurrency network. A summary report will be prepared.

Task 5 Report Pipeline LOS

TSI will report citywide Pipeline (unbuilt projects with concurrency certificates) intersection and segment LOS using an updated pipeline forecast created by DEA.

Deliverable: TSI will provide the City with updated segment and intersection concurrency spreadsheets and will create a Pipeline SYNCHRO intersection LOS model consistent with the DEA concurrency network. A summary report will be prepared.

Exhibit "A"
Scope of Work
City of Sammamish

Transportation Level of Service (LOS) Assessment, Impact Fee Update and Comprehensive Plan Amendment

Task 6 Report 2035 LOS

TSI will report citywide 2035 intersection and segment LOS using an updated pipeline forecast created by DEA.

Deliverable: TSI will provide the City with updated intersection and segment concurrency spreadsheets and will create a 2036 SYNCHRO intersection LOS model consistent with the DEA concurrency network. A summary report will be prepared.

Task 7 Update Eligible Impact Fee Project List

Based upon above analysis, TSI will evaluate the current impact fee project list and add, modify, or eliminate projects as required to meet LOS standards for pipeline and 2035 forecasts and recommend updated 6 year and 20 year transportation improvements necessary to maintain concurrency. Roadway segments in the Klahanie Annexation area will be addressed specifically.

Deliverable: A technical memo will be prepared describing documenting any recommend changes to the current eligible impact fee project list.

Task 8 Update Impact Fees

Using the results of Task 7 update the City's Transportation Impact Fee to include currently established eligible impact fee projects, updated costs and updated traffic forecasts. The city will provide updated project costs for all projects. TSI will also complete a Town Center specific Transportation Impact Fee that recognizes the shared trip making and internal capture envisioning the Town Center subarea. Traffic counts will be collected at similar town centers to confirm the shared trip rate assumption.

Deliverable: TSI will prepare an updated Impact Fee Rate Study Report.

Task 9 Amend Transportation Element

TSI will update figures, tables, and text in the Transportation Chapter of the 2015 Comprehensive Plan in preparation of a 2017 Plan Amendment to include updated traffic volumes, LOS summaries, and capital project needs.

Deliverable: Updated figures, tables, and text for a 2017 Comprehensive Plan Amendment.

Task 10 Meetings

TSI will attend meetings with Staff, Stakeholders, Planning Commission, and City Council as requested by staff. The number and duration of meetings is not known at this time. Meeting attendance will be as requested by the City and payable on an hourly basis.

Exhibit A-1
Transportation Solutions Inc.
Fee Estimate
City of Sammamish

Transportation Level of Service Assessment (LOS), Impact Fee Update and Comprehensive Plan Amendment

Task(s)	Estimated Hours							Task Hours	Task Cost
	PIC \$225.00	PIC VLS \$235.00	Sr. Engr ALB \$180.00	Engr \$130.00	Tech \$ 95.00	Admin \$ 95.00	Acct \$ 95.00		
Task 1 Project Management		12				12	12	36	\$ 5,100.00
2 Support DEA Recalibration the VISUM Travel Demand Forecasting Model		12						12	\$ 2,820.00
Task 3 Update Concurrency Segments		12						12	\$ 2,820.00
Task 4 Report 2016 LOS based upon 2016 counts		4	8					12	\$ 2,380.00
Task 5 Report Pipeline LOS		4	12					16	\$ 3,100.00
Task 6 Report 2035 LOS		4	12					16	\$ 3,100.00
Task 7 Update Eligible Impact Fee Project List		24	40					64	\$ 12,840.00
Task 8 Update Impact Fees		32	48					80	\$ 16,160.00
Task 9 Amend Transportation Element		12	32					44	\$ 8,580.00
Task 10 Meetings		32	8					40	\$ 8,960.00
Totals	0	148	160	0	0	12	12	332	\$ 65,860.00

Expenses	
Traffic Counts	\$ 1,000.00
Ferries and Mileage at IRS rate	\$ 200.00
Total	\$ 67,060.00

Exhibit A-1



Meeting Date: July 5, 2016

Date Submitted: July 29, 2016

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

Subject: On-call contract for consulting arborist services

Action Required: Authorize the City Manager to sign the contract with Tree Solutions, Inc. for on-call consulting arborist services in an amount not to exceed \$100,000.

Exhibits: 1. Contract and Scope of Work

Budget: \$100,000 from the following Public Works and Parks Professional Services accounts:
 001-076-576-80-41-00 - Parks Resource Management Professional Services
 001-000-542-10-41-00 - PW Engineering Professional Services
 001-000-542-30-41-00 - PW Street Maintenance Professional Services

Summary Statement:

This is a contract with Tree Solutions Inc. to provide on-call consulting arborist services to the Parks and Public Works Departments through December of 2017. The scope of work for this contract includes tree assessments and diagnostics, treatment recommendations, tree protection during construction, restoration plans, tree appraisals and street tree species advice and consultation. The Community Development Department contracts separately for development review arborist services.

Staff solicited interest and reviewed qualifications from a number of consulting arborists. Based on qualifications and the ability to meet City needs, Tree Solutions Inc. was selected for this contract.

Background:

Consulting arborist services are required to support maintenance needs, perform hazardous tree evaluations, diagnose disease, propose treatment and restoration plans, assist with street tree planning and to support landscaping plans associated with capital improvement projects.

Tree Solutions Inc. does not provide tree removal services, providing for enhanced objectivity in their consulting services. Tree Solutions Inc. also provides similar services for other area local governments.

Utilizing an on-call contract for arborist services provides efficient access to these specialized services when needed.

There is no guarantee that the full contract amount will be needed or expended. Work tasks under this agreement will be assigned to the consultant on an as needed basis and billed to the respective maintenance or project line item.

Financial Impact:

The total contract amount is not to exceed \$100,000. This amount will be covered within the Parks and Public Works professional services budgets.

Recommended Motion:

Authorize the City Manager to execute a contract in an amount not-to-exceed \$100,000 with Tree Solutions, Inc. for on-call consulting arborist professional services.

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Tree Solutions Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Tree Solutions, 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 \$100,000 total contract amount

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, 2017, 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.** 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 acts, errors or omissions of the Consultant in performance of this Agreement, 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 Consultant

Exhibit 1

and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. 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 Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant 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

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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.

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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.

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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.

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Exhibit 1

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City of Sammamish
Attn: Parks and Recreation Director
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 Tree Solutions, Inc
Contact Name Shannon O'Bent
Street Address 2940 Westlake Ave N #200
City, State Zip Seattle, WA 98109
Phone Number (206) 528-4670
Email office@treesolutions.net

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

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: Haley D. Galbraith

Print Name: Lyman Howard

Print Name: Haley D. Galbraith

Title: City Manager

Title: Associate Consultant, Municipal Specialist

Date: _____

Date: 06/28/2010

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

Tree Solutions Inc. Scope of Work

On-call services to be provided as requested by the City within the following areas as described in the Company Profile, 2016, or similar work. Each task will be described and authorized by the City in writing, except that the City may provide verbal authorization in a situation requiring urgent action. In the case of urgent action, verbal authorization will be followed-up with a written authorization within 48 hours. An estimate may be requested by the City for specific tasks prior to authorization of work.

Tree Risk & Diagnostics

Visual tree assessments supplemented with advanced decay testing. We use state-of-the-art diagnostic tools, including sonic tomography, micro-resistance drilling, and static Integrated assessments (“tree pulling”). Other services include aerial assessments, pruning specifications, management plans, and ISA Tree Risk Assessment Forms.

Inventory

Tree inventories, assessments and management plans for a variety of sites: college campuses, golf courses, homeowners association-managed tracts, undeveloped parcels, city right-of-ways, and residential properties.

Construction

Tree protection services for residential and commercial construction: written tree protection specifications, supervision of construction near protection zones, root pruning, and monitoring documentation.

Restoration

Restoration plans and monitoring programs for vegetated steep slopes, shorelines and wetlands.

Tree Appraisals

Accurate valuations of trees and plants for insurance claims and legal cases, and expert witness testimony in court.

Treatments

Integrated Pest Management (IPM) includes soil drenches, systemic insecticides, trunk injections and growth regulators.

Special Situations

Treehouse and Zip Line assessments. Eagle nest and roost trees. Training and educations for arborists, school groups and professional organizations. Tree-related policy development for municipalities and training programs for staff. Street tree advice and selection.

Exhibit 1



Principal/RCA*	\$150 / hour (\$200, \$250 or \$300 initial hour, based on travel zone)
Associate Arborist/CA:	\$110 / hour (\$200, \$250 or \$300 initial hour, based on travel zone)
Field Technician	\$100 / hour

Field Team (Principal + Associate):	\$260 / hour (\$325, \$375, or \$425 initial hour, based on travel zone)
Field Team (Associates):	\$220 / hour (\$325, \$375, or \$425 initial hour, based on travel zone)
Legal Work and Expert Witness:	\$225 / hour
Legal Retainer:	\$1000
Clerical/Administrative:	\$60 per hour

**Founding Principal Scott Baker field rate of \$200/hr*

Fee Basis:	Fees calculated in ¼ hour increments after initial hour. Additional charges will be incurred for off-site report writing and documentation, document review, research and information collection, phone or email consultation, meetings, and other requested services. <u>One hour minimum charge for initial visit.</u>
Travel:	Included as part of the minimum initial call out fee. Travel by zone based on time/distance from office. Following initial site visit, travel for additional site visits charged for one way of travel time.
Priority Services:	<u>1.5 x regular hourly rates</u> apply to "priority" services - site visits and/or reporting requested within 5 business days when there are no schedule openings or if you require a particular arborist who has no openings. If we must re-arrange the schedule to accommodate you, we charge a premium for immediate attention. Priority service rates will be discussed at time of scheduling appointment if applicable.
Phone consult:	No charge for initial call or scheduling. Additional correspondence, including e-mails, will be billed at hourly rate in ¼ hour increments .
Expenses:	We bill for actual expenses reasonably and necessarily incurred including: ferry fares, parking, photocopies, printing of documents or plans and multiple reports.

TESTING SERVICES

(additional to hourly rate and assumes unobstructed access to testing area)

Micro-Resistance Drill:	\$30 per base test, \$40 per aerial test
Sonic Tomography:	Ground - \$150 per single tree in addition to hourly time on site (includes up to two layers—additional layers billed at \$75/layer) Aerial - \$200 per single tree, \$125 each additional aerial layer per single tree
ELISA Phytophthora:	\$25 per test
Soil Nutrient Analysis:	\$75 per sample

We provide estimates and bill for time and materials. Upon request, we can provide a "not to exceed" amount for certain projects. Payment requested with completion of work or as specified in contract documents. Payment for residential site visits due at time of visit.

Payment methods include check, cash, or credit card. A 3% surcharge will be applied to credit card payments.

Fee structure is effective May 15, 2016. Rates subject to change upon annual review, any changes will be discussed before billing.



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

Table with 2 columns: Description, Amount. Rows include Total contract amount, Previous payments, Current request, Balance remaining.

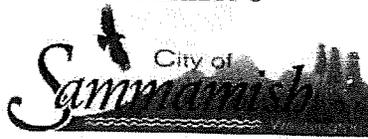
Authorization to Consultant: \$
Account Number:
Date:

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:

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

TIN No.: 45-0505928

Social Security No.: _____

Print Name: Sean Dygan

Title: Principal

Business Name: Tree Solutions

Business Address: 2940 Westlake Ave N Suite #200 Seattle WA 98109

Business Phone: 206 5284670

6-28-16
Date

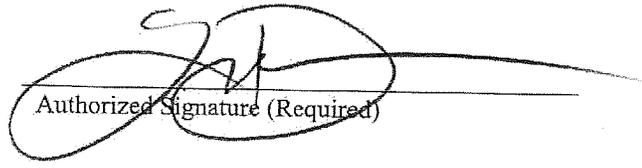

Authorized Signature (Required)

Exhibit 1



Meeting Date: July 5, 2016

Date Submitted: June 29, 2016

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: \$157,400 Grant for Zackuse Creek Culvert Replacement and Stream Restoration Project

Action Required: Authorize the City Manager to execute the Water Quality Improvement Grant Agreement with King County Waterworks Grant Program

Exhibits: Exhibit 1. Water Quality Improvement Project Grant Agreement
Exhibit 2. Project Vicinity Map

Budget: The City's 2015-2016 adopted budget does not include any funds for this project. Acceptance of this grant will enable the City to begin work on this high priority project.

Summary Statement:

The City has been awarded a grant in the amount of \$157,400 from the King County Waterworks Grant Program to help fund the Zackuse Creek Culvert Replacement and Stream Restoration Project. Execution of the attached Grant Agreement is necessary in order for the City to receive this grant funding.

Background:

A number of important stakeholders including the Kokanee Work Group, the Snoqualmie Indian Tribe, Trout Unlimited and the owner on whose property the stream will be realigned have been tirelessly working over the years to make this project a reality. In addition, the City Council recently unanimously approved the 2017-2022 Stormwater CIP which allocates \$1.2M for this high priority project. The kokanee runs have historically peaked every three years, and if that pattern continues, it will peak again in winter 2018/2019. This makes it all the more important to begin work on this project as soon as possible to ensure permitting, design and construction are completed well before that spawning season begins.

The Zackuse Creek Culvert Replacement and Stream Restoration Project includes (1) the replacement of an aging, concrete culvert on East Lake Sammamish Parkway to re-establish full levels of passage for aquatic species in Zackuse Creek, especially native kokanee and other salmonids. The project also includes (2) the re-location and restoration of approximately 200 feet of Zackuse Creek stream channel within and upstream of the new culvert.

The existing stream channel upstream of the culvert runs along the base of the East Lake Sammamish Parkway road prism, which is a significant point-source of sediment and stormwater runoff from the road surface. Both the culvert replacement and upstream channel realignment and reconstruction will restore the full complement of streambed processes and floodplain function through the project area.

Financial Impact:

The City's 2015-2016 mid-biennial adopted budget does not include any funds for this project. City funding of the project is expected to be allocated in the 2017-2018 budget. The Council recently approved the 2017-2022 Stormwater CIP which allocates \$1.2M for this project and acceptance of this grant will enable the City to begin work on it this year. A condition of the grant is that construction must be complete by February 2019 otherwise the funds will need to be repaid.

The City is currently investigating other grant funding and award opportunities including the King Conservation District.

Recommended Motion:

Authorize the City Manager to execute Water Quality Improvement Project Grant Agreement in order to receive \$157,400 in grant funding from King County Waterworks Grant Program.



King County

**Water Quality Improvement Project
Grant Agreement**

**AGREEMENT
between
CITY OF SAMMAMISH
and
KING COUNTY**

This is an Agreement between **City of Sammamish**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Zackuse Creek Fish Passage and Stream Restoration**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. RECIPIENT description: City of Sammamish, a municipality located in northeast King County
- B. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: Supports replacement of culvert on East Lake Sammamish Parkway to re-establish passage of aquatic species and relocation and restoration of approximately 200 feet of Zackuse Creek Stream Channel.
- C. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection B above in an amount up to, but not exceeding \$157,400, hereinafter the “AWARD.”
- D. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- E. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at \$987,600, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment

and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY's Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in special circumstances, at the discretion of the COUNTY, where advances of a portion of the AWARD may be made. Twenty percent (20%) of the AWARD amount will be withheld by the COUNTY until receipt of the final Quarterly Progress and Expense Reports and the Closeout Reports.
- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.
- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress Reports, Quarterly Expense Reports, and Closeout Reports. Twenty percent (20%) of the AWARD will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress Reports (Exhibit E), Quarterly Expense Reports (Exhibit F or G), Financial Closeout Report (Exhibit H), and Narrative Closeout Report (Exhibit I); including backup documentation such as photos, copies of articles, and financial backup such as copies of receipts.
 - 2. Quarterly Progress Report (Exhibit E) and Quarterly Expense Report (Exhibit F or G) shall be submitted together.
 - a. Each Quarterly Progress Report shall be presented in the format shown in Exhibit E of this Agreement; each Quarterly Expense Report shall be presented in the format shown in Exhibit F of this agreement.
 - b. The Quarterly Progress and Quarterly Expense reports are due thirty (30) days after the end of each quarter.
 - c. If no expenses are made during a quarter, no Expense Report is needed. However, the Quarterly Progress Report should still be submitted and indicate that no expenses were made during that time period.

- d. The Quarterly Expense Report should detail expenses and include backup documentation of expenses.
 3. Financial Closeout Report (Exhibit H) and Narrative Closeout Report (Exhibit I) shall be submitted together, which will include closeout documentation.
 - a. The Final Closeout reports are due thirty (30) days after the end date of the contract or not later than February 28, 2019.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by February 28, 2019. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.
- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that

generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.

- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

Exhibit 1

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

CITY OF SAMMAMISH by:

Signature: _____

Lyman Howard, City Manager

Date: _____

KING COUNTY by:

Signature: _____

Gunars Sreibers, Acting Division Director, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Tasks and Activities	Measurable Results/Deliverables	Timeframe
Task 1: Select a design consultant and develop scope, schedule, and budget	The Project Manager will select a design consultant and consultant will develop negotiated scope, schedule, and budget	Jan. 2017
Task 2: City Council approves design consultant contract	Design consultant contract signed	Feb. 2017
Task 3: Development of 60% plans and reports	60% plans, critical area study, geotechnical report, and cultural resources review completed ready to submit for permits	March-June 2017
Task 4: Permitting	Local, state, and federal permits issued	June 2017-June 2018
Task 5: Development of final PS&E	Final Plans, Specifications, and Estimates ready for advertisement	June 2018
Task 6: Advertise and bid opening for contractor selection	Advertise project, bid opening, Council approves contractor contract	June 2018
Task 7: Notice to Proceed on construction	Contractor begins work and the work continues until the City deems the project substantially complete	July-Sept. 2018
Task 8: Mitigation Monitoring	Annual mitigation monitoring is completed in accordance with permit conditions	Sept. 2018-Feb. 2019
Permits/Permissions		Timeframe
Right of access and temporary easements	Issuer: Private property owner Wally Pereyra Recipient: City of Sammamish Purpose: Stream restoration	June 2017-Dec. 2018
Army Corps	Issuer: Army Corps of Engineers Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018
HPA	Issuer: Wash. Dept. of Fish and Wildlife Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018
Construction Stormwater General Permit	Issuer: Wash. Dept. of Ecology Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018

Exhibit 1

Permits/Permissions		Timeframe
Shoreline Substantial Development Permit	Issuer: City of Sammamish Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018
SEPA	Issuer: City of Sammamish Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018
Grading permit	Issuer: City of Sammamish Recipient: City of Sammamish Purpose: Culvert replacement and stream restoration	June 2017-Dec. 2018

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget might deviate more than ten percent (10%) (of Grand Total). For more information, contact your grant administrator.

A	B	C	D	E	F
BUDGET CATEGORY	ITEMS: Description (rate or unit x quantity)	GRANT AWARD	CASH MATCH	IN-KIND MATCH	SOURCE OF MATCH
Staff salaries and benefits			\$30,000		Secured
<i>Salary and Benefits Subtotal</i>			\$30,000		
Contractor	Culvert replacement		\$588,000		Pending
	Stream restoration		\$300,000		Pending
	Engineering, Environmental, Surveying, Permitting	\$157,400	\$10,600		Secured
	Construction management		\$59,000		Pending
<i>Direct Costs Subtotal</i>		\$157,400	\$957,600		
<i>Project Subtotal</i> <i>(Salary and Benefits Subtotal + Direct Costs Subtotal)</i>		\$157,400	\$987,600		
<i>Overhead (not more than 10% of Grand TOTAL)</i>					
<i>Grand TOTAL</i>		\$157,400	\$987,600		

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY prior to any further requests for AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORTS, FINANCIAL AND NARRATIVE: These reports document the successful completion of the PROJECT according to the scope of work. The Financial and Narrative Closeout Reports are due thirty (30) days after the end of your agreement period. Refer to Exhibit H for more information.

Include in the final report:

1. Financial Closeout Report (Exhibit H) documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout Report (Exhibit I) documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget page of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report (Exhibit H).

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the PROJECT.

QUARTERLY PROGRESS REPORTS (Exhibit E): These reports include a task summary and provide a status report on the progress of tasks identified in the scope of work. It also quantifies the amount spent to date and percent of the PROJECT completed. The quarterly reports are due thirty (30) days after the end of each quarter.

QUARTERLY EXPENSE REPORTS (Exhibit F or G): This form, submitted along with a Quarterly Progress Report, is for reimbursement of costs each quarter.

SCOPE OF WORK (EXHIBIT A): Keep track of your activities as they relate to the scope of work you provided. You will have to document the progress when submitting your Quarterly Reports (Exhibit E) and Closeout Report (Exhibit I).

START DATE: The start date of this agreement is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. (Same thing as Effective Date.)

EXHIBIT E: QUARTERLY PROGRESS REPORT



**Water Quality Improvement Project
Quarterly Progress Report**

Date _____

Recipient _____
(organization)

Contact Name _____

Phone _____ **Email** _____

Address _____

City, State, Zip Code _____

Request No. _____ **Dates** _____
(beginning & end date for this claim)

Project Name _____

<i>Instructions: Complete this form and submit together with Quarterly Expense Report to Grant Administrator</i>	
Tasks/Activities (from Scope of Work)	Measurable Results/Deliverables progress/status/percentage completed (note dates) (from Scope of Work)
1)	
2)	
3)	

Exhibit 1

4)	
5)	

Briefly describe for this time period, in five lines or less per topic:

Project Successes

Obstacles and Challenges

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT F: QUARTERLY EXPENSE REPORT



**Water Quality Improvement Project
Quarterly Expense Report**

Date _____

Recipient _____
(organization)

Contact Name _____

Phone _____ **Email** _____

Address _____

City, State, Zip Code _____

Request No. _____ **Dates** _____
(beginning & end date for this claim)

Project Name _____

Instructions: Complete this spreadsheet in Excel and attach your financial/accounting system reports to document all expenses.

Budget Line Item (From Exhibit B Budget, use latest approved amendment)	Budgeted (From Exhibit B Budget, use latest approved amendment)	Current Request	Amount of all Prior Requests (Do not include advances as a line item)	Award Balance Remaining
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL	\$	\$ -	\$ -	\$ -
GRAND TOTAL		\$ -		
THIS REQUEST		\$ -		

Please email inquiries and all documents to:
 Elizabeth Loudon, Grant Administrator
 Wastewater Treatment Division
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT G: QUARTERLY EXPENSE REPORT—ADVANCE



**Water Quality Improvement Project
Quarterly Expense Report with Advance**

Date _____

Recipient _____
(organization)

Contact Name _____

Phone _____ **Email** _____

Address _____

City, State, Zip Code _____

Request No. _____ **Dates** _____
(beginning & end date for this claim)

Project Name _____

Instructions: Complete this spreadsheet in Excel and attach your financial/accounting system reports to document all expenses. Advances will only be given in specific circumstances and need prior approval from grant administrator.

Budget Line Item (From Exhibit B Budget, use latest approved amendment)	Budgeted (From Exhibit B Budget, use latest approved amendment)	Current Request	Advance Reconciliation (Expenses covered by last advance)	Amount of all Prior Requests (Do not include advances as line item)	Award Balance Remaining
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL	\$	\$ -	\$ -	\$ -	\$ -
ADVANCE REQUESTED (For next period)		\$ -			\$ -
GRAND TOTAL		\$ -			\$ -
ADVANCE FROM LAST INVOICE			\$ -		\$ -
ADJUSTED FOR ADVANCE FORFEITURE (Advance balances do not carry forward)			\$ -		\$ -
THIS REQUEST		\$ -			\$ -
ADVANCE EXPLANATION:					

Please email inquiries and all documents to:
 Elizabeth Loudon, Grant Administrator
 Wastewater Treatment Division
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT H: FINANCIAL CLOSEOUT REPORT



**Water Quality Improvement Project
Financial Closeout Report**

Project Name _____

Recipient _____

Total Award _____

Project Contact _____

Address _____

City/State _____

Phone _____

Email _____

Grant Agreement Dates *Start Date – End Date* _____

Date Reporting *Today's Date* _____

Instructions: Complete the budget table below comparing your proposed budget to actual spending within the project and sign. Include receipts and/or auditable accounting details for all costs incurred for the project. This may include ledger-based copies, cancelled checks, and payroll records.

BUDGET ITEM	GRANT BUDGET	GRANT ACTUAL	CASH MATCH PROPOSED	CASH MATCH ACTUAL	IN-KIND MATCH PROPOSED	IN-KIND MATCH ACTUAL
Staff salaries & benefits						
Salaries & Benefits Sub Total						
Freelance workers and consultants						
Project supplies, materials, and equipment						
Commercial services						
Transportation						
Other costs						
Direct Costs Sub Total						
Overhead (10% of Grand Total max)						
Grand TOTAL						

Provisions

Please complete and sign below.

By signing this financial closeout report, I _____, an authorized representative of the above named RECIPIENT, confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named PROJECT in the course of fulfilling the conditions of the Agreement between City of Sammamish and KING COUNTY.

This report contains financial documents from _____ to _____ (dates).

I hereby acknowledge that there are no further expenses associated with this PROJECT, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in the budget. I understand that City of Sammamish is fully bound by the provisions of the Agreement, including but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the Terms of the Agreement, and the right to examine records. I further understand that the COUNTY, upon examining final budget and closeout reports, submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

Signature: _____

RECIPIENT printed name and title:

Date: _____

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator
Wastewater Treatment Division
Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT I: NARRATIVE CLOSEOUT REPORT



**Water Quality Improvement Project
Narrative Closeout Report**

Project Name _____

Recipient _____

Total Award _____

Project Contact _____

Address _____

City/State _____

Phone _____

Email _____

Grant Agreement Dates *Start Date – End Date* _____

Date Reporting *Today's Date* _____

Instructions: *In narrative format, summarize the project accomplishments and successes, regional benefits, project performance, obstacles and challenges, lessons learned, and recommendations for future comparable projects. Attach copies of all project materials and publications as well as photos from your project.*

Project Performance

Please quantify all fields below that are applicable to your project and for which you have data; add any other quantifiable data that is pertinent, including units (e.g. square feet, volunteer hours, gallons/year).

Wastewater Captured and Treated	Volunteer Hours
Stormwater Runoff Captured	Events Organized/Tours Given
Stormwater Runoff Diverted	Event Attendance
Best Management Practices Installed	People Engaged
Rain Gardens Installed	Presentations Given
Cisterns Installed	Materials Created
Water Saved	Materials Distributed
Sites Restored	Languages Provided
Site Depaved	Communities Served
Native Plants Installed	Project Partners
Organizations Engaged	Social Media Followers
Ambassadors Recruited	Website Visits
Active Volunteers	Earned Media Stories

Regional Water Quality Benefits

What difference did this project make in supporting King County WTD's water quality mission, and create a benefit to or improvement of water quality within WTD's service area?

Project Accomplishments and Successes

Please describe the notable accomplishments and success of your project, both anticipated and unanticipated.

Obstacles and Challenges

Please describe any obstacles or challenges you faced while carrying out this project.

Lessons Learned and Recommendations for Future Projects

Please describe any lessons learned from both successes and failures alike. What strategies worked well that might be replicated elsewhere and what approaches fell short of expectations? Why?

Project Materials and Photos (list here and attach)

Please email inquiries and all documents to:

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: water.grants@kingcounty.gov

EXHIBIT J: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Exhibit 1

Zackuse Creek Vicinity Map NTS



Zackuse Creek

Culvert

Proposed Alignment

Existing Alignment

Zackuse Creek

EAST LAKE SAMMAMISH PARKWAY SE

EAST LAKE SAMMAMISH PARKWAY SE

COUNCIL  *MINUTES*

**Joint Meeting with Planning Commission
Special Meeting
June 7, 2016**

Mayor Don Gerend called the joint meeting of the Sammamish City Council to order at 5:00 pm.

Councilmembers present:

Mayor Don Gerend
Deputy Mayor Ramiro Valderrama (arrived 7:25 pm)
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Staff present:

Lyman Howard, City Manager
Chris Gianini, Interim Finance Director
Jessi Bon, Deputy City Manager
Kyle Endelman, Deputy Parks Director
Kellye Hilde, Parks Project Manager
Susan Cezar, Special Projects Manager
Steve Leniszewski, Public Works Director
Cheryl Paston, Deputy Public Works Director
Andrew Zagars, City Engineer
Jim Grueber, Project Engineer
Jeff Thomas, Community Development Director
Mike Kenyon, City Attorney
Melonie Anderson, City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Planning Commission Chair Frank Blau led the pledge.

Approval of Agenda

MOTION: Councilmember Huckabay moved to approve the agenda. Councilmember Odell seconded.
Motion carried unanimously 7-0.

Public Comment: - None

Presentations/Proclamations

- Presentation: Urban Forestry Management Plan

Community Development Director, Jeff Thomas updated the Council on the Planning Commission's work plan for the year. Councilmember Keller inquired when the Planning Commission and the Parks Commission would meet to consider a comprehensive trails and sidewalk plan. He also said there were many items in the Comprehensive Plan that were going to be monitored to see how they were working and he was wondering when or how Council would be updated on these issues. Mr. Thomas said that would be part of the Comp Plan docketing process in the fall.

He then introduced Management Analyst Mike Sugg and Senior Wetlands Biologist Kathy Curry. They gave the presentation regarding the Urban Forestry Management Plan and showed a PowerPoint (presentation available on the City's website at www.sammamish.us). Both Council and Commissioners expressed the hope that this plan will be put into effect sooner rather than later so trees can be saved. They focused on the vision statement for the plan as well as components Council would like to see included in the plan.

Consent Agenda

- Payroll for period ending May 15, 2016 for pay date May 20, 2016 in the amount of \$ 350,148.55
- Payroll for period ending May 31, 2016 for pay date June 3, 2016 in the amount of \$ 354,639.69

Approval: Claims For Period Ending June 7, 2016 In The Amount Of \$3,635,804.81 For Check No. 44427 Through 44561

Approval: Minutes from May 17, 2016 Regular Meeting.

MOTION: Councilmember Huckabay moved to approve the Consent Agenda. Councilmember Hornish seconded. Motion carried unanimously 7-0.

Student Liaison Report

Eastside Catholic Student Liaison, Steven Laughin. He introduced himself as the new Student Liaison. Eastside is working on organizing summer football and Lacrosse camps. They are also going to try to reintroduce a Tri-School event between Eastside, Eastlake and Skyline. He also announced that Eastside won the state championship in Football.

Public Comment

Ken Kilroy, 20722 SE 3rd Way, spoke against the roundabouts proposed for the SE 4th Street project.

Dana Rand, 20708 SE 3rd Way, agreed with the previous speaker.

Mary Doerrer, 3362 213th Place SE, urged Council to invest in as much open space as possible while it is still available.

Jan Bird, 3310 221st Avenue SE, spoke regarding the Stormwater Comprehensive Plan. She encouraged Council to adopt an enhanced stormwater plan.

Sharon Steinbis, 24933 SE 14th Street, encouraged Council to purchase additional open space.

Mary Wictor, 408 208th Avenue NE, spoke regarding the ECA amendments that will be discussed tonight. She has additional amendments and will be happy to submit them in writing.

David Steiner, PO 969 Snoqualmie, Representing the Snoqualmie Tribe, spoke regarding the capital facilities plans and Zaccuse Creek (*submitted written comments available upon request of the City Clerk at manderson@sammamish.us*)

Jennette Weaver, 25208 SE 14th St, encouraged Council to purchase open space and multi-use trails.

Wally Pereyra, 148 East Lake Sammamish Parkway SE, urged Council to accelerate the replacement of the Zaccuse Creek culvert. He will assist the City in any way he can.

Richard Johnson, 20035 SE 27th Place, encouraged Council to make land acquisition the highest priority for the Parks CIP.

Robert Nielson, 2311 277th Avenue SE, was disappointed to learn that there will be no improvements to Issaquah-Fall City Road east of Issaquah and Beaver Lake road. He feels the City promised to make these improvements before his neighborhood annexed.

Addie Meijja, 2303 245th Avenue SE, encouraged Council to build more soft-surface trails for equestrian use.

Urban Masset, 223 219th Lane SE, complained about the increasing amount of milfoil in Pine Lake. He also questioned if the new grocery store will be opened by next October.

Public Hearing

Ordinance: Second Reading of an Ordinance Amending Title 16, Buildings and Construction, of the Sammamish Municipal Code by Amending Chapter 16.05, Construction Codes; And 16.20, Construction Administrative Code

Director of Community Development, Jeff Thomas gave the staff report. This is a continuation of the public hearing and second reading of the ordinance. Staff recommends opening the public hearing, taking any public comment, closing the public hearing and adopting the ordinance.

Public Hearing opened at 8:13 pm and closed with no public comment.

MOTION: Councilmember Odell moved to adopt an ordinance as provided in Exhibit 1 amending Chapter 16.05 and Chapter 16.20 of the Sammamish Municipal Code, Buildings and Construction as detailed in attachments A and B. Councilmember Huckabay seconded. Motion carried unanimously 7-0 (O2016-409).

Unfinished Business

Ordinance: Fourth Reading of the City Of Sammamish, Washington, Pertaining to the Protection and Regulation of Environmentally Critical Areas in the Sammamish Shoreline Master Program and in the Environmentally Critical Areas Regulations, amending Chapters 25.01, 25.02, and 25.08 and 21A.15 And 21A.50 Of The Sammamish Municipal Code.

Mr. Thomas introduced Senior Planner Evan Maxim, who walked Council through the remaining three amendments that need to be decided (*please refer to Attachment A for amendments being referenced. For the entire discussion, watch the video on the City's website at www.sammamish.us*).

Item 2b – staff recommends eliminating the Pilot Program regarding isolated wetlands as it is very unlikely there are any other isolated wetlands within 200 feet of the shore. Staff feels that this program may falsely lead someone to think this pilot program would enable them fill a wetland.

MOTION: Councilmember Odell moved to support Item 2b. Councilmember Keller seconded.

AMENDMENT: Mayor Gerend moved to amend the motion by removing the Pilot Program from only the shoreline area but leaving it intact for the rest of the City. Deputy Mayor Valderrama seconded. Motion carried 4-3 with Councilmembers Huckabay, Keller and Odell dissenting.

Councilmember Huckabay thinks the Pilot Program would be too costly considering there are so few properties that could or would take advantage of the program. She feels there are other tools to address their needs. Councilmember Keller expressed the concern about what will happen when the fourth request for a Pilot Program comes in (only three are allowed)? He also feels there would be a fair amount of monitoring that would have to be done. Councilmember Odell also feel the monitoring costs for the Pilot Program does not justify the program.

MAIN MOTION carried as amended 4-3 with Councilmembers Huckabay, Keller and Odell dissenting.

MOTION: Councilmember Hornish moved to remove the references to the East Lake Sammamish trail from sections 21A.50.290(2)(a) and 21A50.330(1)(a). Deputy Mayor Valderrama seconded. Motion carried 4-3 with Councilmembers Keller, Huckabay and Odell dissenting.

Councilmember Huckabay and Keller are confused as to what this amendment actually accomplishes.

MOTION Councilmember Huckabay moved to adopt the ordinance included as Exhibit 1 with Attachment A to amend the Sammamish Municipal Code and the Shoreline Master Program as further amended by City Council with items 1, 2b, as subsequently amended, 3, 4, 7, 10,11, 17 as subsequently amended, 18, 19, 20 as subsequently amended, 21, 22, 23, and 24 of Exhibit 3 and Sections 21A.50.290(2)(a) and 21A50.330(1)(a) as amended as above. Councilmember Hornish seconded. Motion carried. Motion carried unanimously 7-0. (O2016-410).

Council recessed from 9:47 pm – 10:00pm

New Business

Resolution: Creating and Appointing Members to the Health & Human Services Task Force

City Manager Lyman Howard explained the process for nominating the Task Force members.

MOTION: Councilmember Keller moved to approve the resolution appointing the Health & Human Services Task Force. Councilmember Odell seconded. Motion carried unanimously 7-0 (R2016-686).

Presentation: Parks & Recreation Commission Handoff – 2017-2022 Parks Capital Improvement Plan

Deputy City Manager Jessi Bon introduced Parks Commission Chair Hank Klein. He handed off the 2017-2022 Parks Capital Improvement Plan to the City Council and showed a PowerPoint presentation (*available on the City's website at www.sammamish.us*).

MOTION: Councilmember Malchow moved to extend the meeting until 11:00 pm. Councilmember seconded. Motion carried unanimously 7-0.

Presentation: 2017-2022 Capital Improvement Plans

- **Parks**

Parks & Recreation Chairman Hank Klein, gave the report and showed a PowerPoint presentation (*available on the City's website at www.sammamish.us*).

Deputy Mayor Valderrama requested usage levels of the various parks to see where the need is.

- **Transportation**
- **Stormwater**

Ms. Bon introduced Chris Gianini, Interim Finance Director. Together they showed a PowerPoint presentation introducing the three capital improvement plans (*available on the City's website at www.sammamish.us*).

MOTION: Councilmember Odell moved to extend to 11:30 pm. Deputy Mayor Valderrama seconded. Motion carried unanimously 7-0.

Council Reports/Council Committee Reports

Councilmember Hornish participated in Cascadia Rising (an emergency preparedness drill).

Deputy Mayor Valderrama reported that Eastside Fire & Rescue will begin strategy sessions next week.

Councilmember Huckabay reported on the Sustainability Ambassadors program.

Councilmember Malchow reported on the Communications Committee Meeting. She attending the Sound Cities Association Networking event. This is the last week of the diaper derby.

City Manager Report

- Association of Washington Cities Voting Delegates – Councilmembers Keller, Odell and Mayor Gerend were appointed to serve as voting delegates.

Sammamish Plateau Water would like to meet jointly with the Council on July 25, 2016.

Council representatives and Mr. Howard toured the Mars Hill Church facility with representatives from Central Washington University.

➤ Update & Discussion: SE 4th Street

Public Works Director Steve Leniszewski and Jesse Bon gave the staff report and showed a PowerPoint presentation (*presentation available on the City's website at www.sammamish.us*).

MOTION: Deputy Mayor Gerend moved to extend the meeting to 12:00 am. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Decision: Staff is recommending a center median for the roadway between 218th to 228th and a left turn lane.

Councilmember Malchow does not want to lose the TIB grant but is uneasy making decisions before getting further public input. She is not in favor of the roundabouts. She prefers the left turn lane as opposed to the median.

Deputy Mayor Valderrama has concerns about the roundabouts, the median and 25 mph speed limit. He feels we need to rethink the whole town center plan.

Councilmember Huckabay likes the medians. She is concerned about safety for bike riders.

Councilmember Hornish prefers the medians, but feels the left turn lane will make the road more functional. He is also supportive of acquiring enough right of way for a double left turn lane if the public is supportive of it.

Councilmember Keller is supportive of roundabouts and the left turn lane. He also thinks purchasing extra right of way at the intersection of 228th and SE 4th would be a good idea.

MOTION: Mayor Gerend moved to extend the meeting to 12:30 am. Councilmember Odell seconded. Motion carried unanimously 7-0.

Mayor Gerend is supportive of the roundabouts and the median. He does feel we should acquire enough right of way now to make future changes.

There was consensus to remove the roundabout at 218th Place and to purchase enough right of way on SE 4th and 228th to allow for future changes. They also agreed to consider the two way left turn off of 228th.

Executive Session – Potential Litigation pursuant to RCW 42.30.110(1)(i) and Potential Property Acquisition pursuant to RCW 42.30.110(1)(c)

Council retired to Executive Session at 12:15 am and returned at 12:30 am.

MOTION Councilmember Hornish moved to authorize the City Manager to accept a settlement agreement regarding the Sammamish Landing project. Councilmember Odell seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Huckabay move to authorize the City Manager to accept the Nazemi's counter offer of \$40,818.10 and move forward with purchasing strips of land for the 212th Street project. Councilmember Malchow seconded. Motion carried 7-0.

Meeting adjourned at 12:45

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

Summary of amendments proposed through April 27, 2016

“Normal Text” is existing code language

~~“Strikethrough Text”~~ is existing language that will be deleted

“Underline Text” is code language that will be added

“...” indicates that there is additional code language that has been omitted

#	Commenter	Code Section	Current Regulation	Proposed Amendment
1	Ecology Required Amendment (Attachment B)	25.01.060	(5) The following provisions of the Sammamish Municipal Code are adopted as part of this SMP, and attached herein: SMC 13 (Surface Water Management, adopted by Ord 2011-304, on May 16, 2011), SMC 21.10.120 (Historic Resources, adopted by Ord 2008-240, on Dec 16, 2008) and sections of the City’s Critical Areas Ordinance as described within this program 25.01.070 (adopted by Ord 2005-193, on December 20, 2005 and revised by Ord 2009-264 on October 6, 2009, and Ord 2009-274 on December 1, 2009).	(5) The following provisions of the Sammamish Municipal Code are adopted as part of this SMP, and attached herein: SMC 13 (Surface Water Management, adopted by Ord 2011-304, on May 16, 2011), SMC 21.10.120 (Historic Resources, adopted by Ord 2008-240, on Dec 16, 2008) and sections of the City’s Critical Areas Ordinance as described within this program 25.01.070 (adopted by Ord 2005-193, on December 20, 2005 and revised by Ord 2009-264 on October 6, 2009, and Ord 2009-274 on December 1, 2009, <u>and Ord 02013-350 on July 9, 2013</u>).
2a	Ecology Required Amendment (Attachment B)	25.01.070	Provisions of the Sammamish critical areas ordinance codified in Chapter 21A.50 SMC, exclusive of SMC 21A.50.050 (Complete exemptions), 21A.50.060 (Partial exemptions – Critical areas), 21A.50.070 (Exceptions), and 21A.50.400 (Sunset provisions) are considered part of this SMP.	Provisions of the Sammamish critical areas ordinance codified in Chapter 21A.50 SMC, exclusive of SMC 21A.50.050 (Complete exemptions), 21A.50.060 (Partial exemptions – Critical areas), 21A.50.070 (Exceptions), and 21A.50.400 (Sunset provisions) are considered part of this SMP. <u>In shoreline jurisdictions, the environmentally critical area regulations shall be implemented consistent with the following:</u>

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation	Proposed Amendment
				<p><u>1. Under 21A.50.320(1) and 21A.15.1410, isolated wetlands shall be determined by the United States Army Corps of Engineers.</u></p> <p><u>±2. Pilot projects under 21A.50.320(3) shall require approval of a shoreline conditional use permit if located within the shoreline jurisdiction. The applicant shall obtain all necessary state and federal authorizations for isolated wetland impacts prior to beginning any ground disturbing activities or timber harvest.</u></p>
2b	Staff Recommended Alternative Amendment	21A.50.320(3)	<p>(3) Pilot Program.</p> <p>(a) Establishment of Pilot Program. A pilot program is hereby established to allow isolated category III and IV wetlands to be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290, subject to the provisions of this section.</p> <p>(b) Purpose. The purpose of this pilot program is to allow for limited alterations of low habitat value isolated category III and IV wetlands with an area of 4,000 square feet or less, to evaluate the effects of such alterations on hydrologic, habitat, and water quality functions and values.</p> <p>(c) Application. Applications for eligible projects meeting the provisions of subsections (3)(d) through (g) of this section must be submitted within two calendar years from the effective date of the revision to the Sammamish shoreline master program.</p> <p>(d) Pilot Program Administration.</p>	<p>(3) Pilot Program.</p> <p>(a) Establishment of Pilot Program. A pilot program is hereby established to allow isolated category III and IV wetlands to be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290, subject to the provisions of this section.</p> <p>(b) Purpose. The purpose of this pilot program is to allow for limited alterations of low habitat value isolated category III and IV wetlands with an area of 4,000 square feet or less, to evaluate the effects of such alterations on hydrologic, habitat, and water quality functions and values.</p> <p>(c) Application. Applications for eligible projects meeting the provisions of subsections (3)(d) through (g) of this section must be submitted within two calendar years from the effective date of the revision to the Sammamish shoreline master program.</p> <p>(d) Pilot Program Administration.</p>

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation	Proposed Amendment
			<p>(i) Three projects associated with the construction of a single-family home are authorized by this pilot project, subject to the provisions of this section.</p> <p>(ii) Eligible projects shall be accepted in the order received. To qualify for submittal, an applicant must have a complete application as described in the City’s application material and Chapter 20.05 SMC, and completed any necessary preliminary steps prior to application as set forth in Chapter 20.05 SMC.</p> <p>(iii) In the event that an application for a project accepted into the pilot program is withdrawn by the applicant or cancelled by the director prior to the expiration of the pilot program, the next submitted application shall be accepted into the pilot program.</p> <p>(iv) The director shall use the authority under SMC 20.05.100 to ensure expeditious processing of applications. In particular, the director shall set a reasonable deadline for the submittal of corrections, studies, or other information when requested; an extension may be provided based upon a reasonable request. Failure by the applicant to meet a deadline shall be cause for the department to cancel/deny the application.</p> <p>(e) Eligible Projects. Subject to the limitation in the total number of projects in subsection (3)(d) of this section, wetlands that meet the following criteria may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be</p>	<p>(i) Three projects associated with the construction of a single-family home are authorized by this pilot project, subject to the provisions of this section.</p> <p>(ii) Eligible projects shall be accepted in the order received. To qualify for submittal, an applicant must have a complete application as described in the City’s application material and Chapter 20.05 SMC, and completed any necessary preliminary steps prior to application as set forth in Chapter 20.05 SMC.</p> <p>(iii) In the event that an application for a project accepted into the pilot program is withdrawn by the applicant or cancelled by the director prior to the expiration of the pilot program, the next submitted application shall be accepted into the pilot program.</p> <p>(iv) The director shall use the authority under SMC 20.05.100 to ensure expeditious processing of applications. In particular, the director shall set a reasonable deadline for the submittal of corrections, studies, or other information when requested; an extension may be provided based upon a reasonable request. Failure by the applicant to meet a deadline shall be cause for the department to cancel/deny the application.</p> <p>(e) Eligible Projects. Subject to the limitation in the total number of projects in subsection (3)(d) of this section, wetlands that meet the following criteria may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be</p>

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation	Proposed Amendment
			<p>altered. To be eligible, a critical areas study prepared by a qualified professional shall be approved by the director and shall document the following:</p> <ul style="list-style-type: none"> (i) The wetland is a category III or IV wetland that is hydrologically isolated from other aquatic resources; and (ii) The total area of the isolated wetland is 4,000 square feet or less; and (iii) The wetland is not adjacent to a riparian area; and (iv) The wetland has a score of 15 points or less for habitat in the adopted Western Washington rating system; and (v) The wetland does not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife. <p>(f) Mitigation. Mitigation to replace lost wetland functions and values, consistent with SMC 21A.50.310, shall be prepared for review and approval by the director; and</p> <p>(g) Monitoring. Monitoring of the effect on biologic, hydrologic, and water quality, and assessment of the performance of required mitigation shall be provided by the applicant for five years following the completion of pilot projects authorized by this section. Annual monitoring reports shall be provided to the City for review and approval. Monitoring shall include the collection and analysis of data for the purpose of understanding and documenting changes in natural ecosystems, functions and features</p>	<p>altered. To be eligible, a critical areas study prepared by a qualified professional shall be approved by the director and shall document the following:</p> <ul style="list-style-type: none"> (i) The wetland is a category III or IV wetland that is hydrologically isolated from other aquatic resources; and (ii) The total area of the isolated wetland is 4,000 square feet or less; and (iii) The wetland is not adjacent to a riparian area; and (iv) The wetland has a score of 15 points or less for habitat in the adopted Western Washington rating system; and (v) The wetland does not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife. <p>(f) Mitigation. Mitigation to replace lost wetland functions and values, consistent with SMC 21A.50.310, shall be prepared for review and approval by the director; and</p> <p>(g) Monitoring. Monitoring of the effect on biologic, hydrologic, and water quality, and assessment of the performance of required mitigation shall be provided by the applicant for five years following the completion of pilot projects authorized by this section. Annual monitoring reports shall be provided to the City for review and approval. Monitoring shall include the collection and analysis of data for the purpose of understanding and documenting changes in natural ecosystems, functions and features</p>

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation	Proposed Amendment
			<p>including, but not limited to, gathering baseline data.</p> <p>(h) No subsequent exemption from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) or 21A.50.290 is authorized for the property participating in this pilot program.</p> <p>(i) Effective Date. The pilot program described in this subsection (3) shall take effect following the adoption of the pilot program into a Department of Ecology approved Sammamish shoreline master program.</p>	<p>including, but not limited to, gathering baseline data.</p> <p>(h) No subsequent exemption from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) or 21A.50.290 is authorized for the property participating in this pilot program.</p> <p>(i) Effective Date. The pilot program described in this subsection (3) shall take effect following the adoption of the pilot program into a Department of Ecology approved Sammamish shoreline master program.</p>
3	Ecology Required Amendment (Attachment B)	25.01.080	This program and all amendments thereto shall become effective immediately upon final approval by the Department of Ecology.	This program and all amendments thereto shall become effective immediately <u>immediately fourteen days from the date of the Department of Ecology's written notice of upon</u> final approval by the Department of Ecology.
4	Ecology Recommended Amendment (Attachment C)	21A.50.290(1) & (2)	<p>(1) Wetlands shall be rated according to the Washington State Wetland Rating System for Western Washington (Department of Ecology, 2004, or as may be amended or revised by the Department from time to time). This document contains the definitions, methods and a rating form for determining the categorization of wetlands described below:</p> <p>(a) Category 1. Category 1 wetlands include those that receive a score of greater than or equal to 70 based on functions, or those that are rated</p>	<p>(1) Wetlands shall be rated according to the Washington State Wetland Rating System for Western Washington (Department of Ecology, 2004<u>2014</u>, or as may be amended or revised by the Department from time to time). This document contains the definitions, methods and a rating form for determining the categorization of wetlands described below:</p> <p>(a) Category 1. Category 1 wetlands include those that receive a score of greater than or equal to 70 <u>23-27</u> based on functions, or those that are rated</p>

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation	Proposed Amendment						
			<p>Category 1 based on special characteristics as defined in the rating form.</p> <p>(b) Category 2. Category 2 wetlands include those that receive a score of 51 through 69 based on functions, or those that are rated Category 2 based on special characteristics as defined in the rating form.</p> <p>(c) Category 3. Category 3 wetlands include those that receive a score of 30 through 50 based on functions.</p> <p>(d) Category 4. Category 4 wetlands score less than 30 points based on functions.</p> <p>(2) The following standard buffers shall be established from the wetland edge:</p> <table border="1" data-bbox="690 1110 1287 1401"> <thead> <tr> <th colspan="2">Wetland Category</th> <th>Standard Buffer Width (ft)</th> </tr> </thead> <tbody> <tr> <td>Category I:</td> <td>Natural Heritage or bog wetlands</td> <td>215</td> </tr> </tbody> </table>	Wetland Category		Standard Buffer Width (ft)	Category I:	Natural Heritage or bog wetlands	215	<p>Category 1 based on special characteristics as defined in the rating form.</p> <p>(b) Category 2. Category 2 wetlands include those that receive a score of 51 through 69²⁰⁻²² based on functions, or those that are rated Category 2 based on special characteristics as defined in the rating form.</p> <p>(c) Category 3. Category 3 wetlands include those that receive a score of 30 through 50¹⁶⁻¹⁹ based on functions.</p> <p>(d) Category 4. Category 4 wetlands score less than 30 equal to or less than 15 points based on functions.</p> <p>(2) The following standard buffers shall be established from the wetland edge:</p>
Wetland Category		Standard Buffer Width (ft)								
Category I:	Natural Heritage or bog wetlands	215								

Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation			Proposed Amendment																																		
				Habitat score 29 – 36	200	<table border="1"> <thead> <tr> <th colspan="2">Wetland Category</th> <th>Standard Buffer Width (ft)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Category I:</td> <td>Natural Heritage or bog wetlands</td> <td>215</td> </tr> <tr> <td>Habitat score 29 –368-9</td> <td>200</td> </tr> <tr> <td>Habitat score 20 –285-7</td> <td>150</td> </tr> <tr> <td>Not meeting above criteria</td> <td>125</td> </tr> <tr> <td rowspan="3">Category II:</td> <td>Habitat score 29 –368-9</td> <td>150</td> </tr> <tr> <td>Habitat score 20 –285-7</td> <td>100</td> </tr> <tr> <td>Not meeting above criteria</td> <td>75</td> </tr> <tr> <td rowspan="3">Category III:</td> <td>Habitat score 20 –285-7</td> <td>75</td> </tr> <tr> <td>Habitat score 20 –285-7</td> <td>100</td> </tr> <tr> <td>Not meeting above criteria</td> <td>75</td> </tr> <tr> <td>Category IV:</td> <td></td> <td>All land use types – 50</td> <td></td> <td></td> <td>Category III:</td> <td>Habitat score 20 –288-9</td> <td>75</td> </tr> </tbody> </table>	Wetland Category		Standard Buffer Width (ft)	Category I:	Natural Heritage or bog wetlands	215	Habitat score 29 –368-9	200	Habitat score 20 –285-7	150	Not meeting above criteria	125	Category II:	Habitat score 29 –368-9	150	Habitat score 20 –285-7	100	Not meeting above criteria	75	Category III:	Habitat score 20 –285-7	75	Habitat score 20 –285-7	100	Not meeting above criteria	75	Category IV:		All land use types – 50			Category III:	Habitat score 20 –288-9	75
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5	Ecology Recommended Amendment (Attachment C)	21A.50.290 (7) (c)	The buffer width is not reduced to less than 50 percent of the standard buffer width at any location	The buffer width is not reduced to less than 50 75 percent of the standard buffer width at any location											
6	Ecology Recommended Amendment (Attachment C)	21A.50.290 (7) (f)	Buffer averaging may be used in conjunction with buffer reduction options in this section, provided the total combined reduction does not reduce the buffer to less than 50 percent of standard buffer width at any location.	Buffer averaging may be used in conjunction with buffer reduction options in this section, provided the total combined reduction does not reduce the buffer to less than 50 75 percent of standard buffer width at any location.											
7	Ecology Recommended Amendment (Attachment C)	21A.50.290 (8) (a)	When a Category 1 or 2 wetland with a habitat score of greater than 29 points (per Washington State Wetland Rating System for Western Washington – Department of Ecology 2009 or as revised) is located within 200 feet of the wetland subject to the increased buffer;	When a Category 1 or 2 wetland with a habitat score of greater than 29 8 points (per Washington State Wetland Rating System for Western Washington – Department of Ecology 2009 or as revised) is located within 200 feet of the wetland subject to the increased buffer;											
8	Ecology Recommended Amendment (Attachment C)	21A.50.290 (9)	Buffer Reduction. Buffers may be reduced when buffer reduction impacts are mitigated and result in equal or greater protection of the wetland functions. Prior to considering buffer reductions, the applicant shall demonstrate application of mitigation sequencing as required in SMC 21A.50.135 . A plan for mitigating buffer-reduction impacts must be	Buffer Reduction. Buffers may be reduced when buffer reduction impacts are mitigated and result in equal or greater protection of the wetland functions. Prior to considering buffer reductions, the applicant shall demonstrate application of mitigation sequencing as required in SMC 21A.50.135 . A plan for mitigating buffer-reduction impacts must be											

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			prepared using selected incentive-based mitigation options from the list below. The following incentive options for reducing standard buffer widths shall be considered cumulative up to a maximum reduction of 50 percent of the standard buffer width. In all circumstances where a substantial portion of the remaining buffer is degraded, the buffer reduction plan shall include replanting with native vegetation in the degraded portions of the remaining buffer area and shall include a five-year monitoring and maintenance plan.	prepared using selected incentive-based mitigation options from the list below. The following incentive options for reducing standard buffer widths shall be considered cumulative up to a maximum reduction of 50-25 percent of the standard buffer width. In all circumstances where a substantial portion of the remaining buffer is degraded, the buffer reduction plan shall include replanting with native vegetation in the degraded portions of the remaining buffer area and shall include a five-year monitoring and maintenance plan.
9	Ecology Recommended Amendment (Attachment C)	21A.50.290 (9) (i)	Percentages listed above may be added together to create a total buffer reduction; provided, that the total reduction does not exceed 50 percent of the standard buffer width.	Percentages listed above may be added together to create a total buffer reduction; provided, that the total reduction does not exceed 50-25 percent of the standard buffer width; <u>the remaining buffer shall be no less than 75% of the standard buffer.</u>
10	Ecology Recommended Amendment (Attachment C)	21A.50.320 (1)	Isolated wetlands, as designated by a qualified professional using the adopted Washington State Wetland Rating System for Western Washington in a written and approved critical areas study meeting the requirements of SMC 21A.50.130, with a total area of up to 1,000 square feet may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be altered.	Isolated wetlands, as designated by a qualified professional using the adopted Washington State Wetland Rating System for Western Washington as defined consistent with SMC 21A.15.1410, and evaluated in a written and approved critical areas study meeting the requirements of SMC 21A.50.130, with a total area of up to 1,000 square feet may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be altered.
11	Ecology Recommended Amendment (Attachment C)	21A.50.320 (2) (a)	(2) Category III and IV wetlands with a total area of 4,000 square feet or less may have the buffer reduced by 15 feet, provided: (a) The wetland does not score 15 points or greater for habitat in the adopted Western Washington rating system; and	(2) Category III and IV wetlands with a total area of 4,000 square feet or less may have the buffer reduced by 15 feet, provided: (a) The wetland does not score 15-4 points or greater-less for habitat in the adopted Western Washington rating system; and
12	Ecology	21A.50.320 (3)	(3) Pilot Program.	(3) Pilot Program.

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#	Commenter	Code Section	Current Regulation	Proposed Amendment
	<p>Recommended Amendment (Attachment C)</p>		<p>(a) Establishment of Pilot Program. A pilot program is hereby established to allow isolated category III and IV wetlands to be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290, subject to the provisions of this section.</p> <p>...</p> <p>(e) Eligible Projects. Subject to the limitation in the total number of projects in subsection (3)(d) of this section, wetlands that meet the following criteria may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be altered. To be eligible, a critical areas study prepared by a qualified professional shall be approved by the director and shall document the following:</p> <ul style="list-style-type: none"> (i) The wetland is a category III or IV wetland that is hydrologically isolated from other aquatic resources; and (ii) The total area of the isolated wetland is 4,000 square feet or less; and (iii) The wetland is not adjacent to a riparian area; and (iv) The wetland has a score of 15 points or less for habitat in the adopted Western Washington rating system; and (v) The wetland does not contain habitat identified as essential for local populations of priority species identified by the Washington Department of Fish and Wildlife. 	<p>(a) Establishment of Pilot Program. A pilot program is hereby established to allow isolated category III and IV wetlands to be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290, subject to <u>approval of a shoreline conditional use permit if located within shoreline jurisdictions and</u> the provisions of this section.</p> <p>...</p> <p>(e) Eligible Projects. Subject to the limitation in the total number of projects in subsection (3)(d) of this section, wetlands that meet the following criteria may be exempted from the avoidance sequencing provisions of SMC 21A.50.135(1)(a) and the provisions of SMC 21A.50.290 and may be altered. To be eligible, a critical areas study prepared by a qualified professional shall be approved by the director and shall document the following:</p> <ul style="list-style-type: none"> (i) The wetland is a category III or IV wetland that is hydrologically isolated from other aquatic resources; and (ii) The total area of the isolated wetland is 4,000 square feet or less; and (iii) The wetland is not adjacent to a riparian area; and (iv) The wetland has a score of 15<u>4</u> points or less for habitat in the adopted Western Washington rating system; and (v) The wetland does not contain habitat identified as essential for local populations of priority species identified by the

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				Washington Department of Fish and Wildlife; and- <u>(vi) The applicant shall obtain all necessary state and federal authorizations for isolated wetland impacts prior to beginning any ground disturbing activities or timber harvest. Isolated wetlands are those wetlands as defined consistent with SMC 21A.50.1410.</u>
13	Ecology Recommended Amendment (Attachment C)	21A.50.330 (4) (c)	The buffer width is not reduced to less than 50 percent of the standard buffer;	The buffer width is not reduced to less than 50 <u>75</u> percent of the standard buffer;
14	Ecology Recommended Amendment (Attachment C)	21A.50.330 (4) (e)	Buffer averaging may be used in conjunction with buffer reduction options in this section, provided the total combined reduction does not reduce the buffer to less than 50 percent of the standard buffer width at any location.	Buffer averaging may be used in conjunction with buffer reduction options in this section, provided the total combined reduction does not reduce the buffer to less than 50 <u>75</u> percent of the standard buffer width at any location.
15	Ecology Recommended Amendment (Attachment C)	21A.50.330 (6)	(6) Buffer Reduction. Buffers may be reduced when buffer-reduction impacts are mitigated and result in equal or greater protection of the ecological stream functions. Prior to considering buffer reductions, the applicant shall demonstrate application of mitigation sequencing as required in SMC 21A.50.135. A plan for mitigating buffer-reduction impacts must be prepared using selected incentive-based mitigation options from the list below, and is subject to approval by the City. The following incentive options for reducing standard buffer widths shall be considered cumulative up to a maximum reduction of 50 percent of the standard buffer width. In all circumstances where a substantial portion of the remaining buffer is degraded, the buffer reduction	(6) Buffer Reduction. Buffers may be reduced when buffer-reduction impacts are mitigated and result in equal or greater protection of the ecological stream functions. Prior to considering buffer reductions, the applicant shall demonstrate application of mitigation sequencing as required in SMC 21A.50.135. A plan for mitigating buffer-reduction impacts must be prepared using selected incentive-based mitigation options from the list below, and is subject to approval by the City. The following incentive options for reducing standard buffer widths shall be considered cumulative up to a maximum reduction of 50 <u>25</u> percent of the standard buffer width. In all circumstances where a substantial portion of the remaining buffer is degraded, the buffer reduction

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			plan shall include replanting with native vegetation in the degraded portions of the remaining buffer area and shall include a five-year monitoring and maintenance plan.	plan shall include replanting with native vegetation in the degraded portions of the remaining buffer area and shall include a five-year monitoring and maintenance plan.
16	Ecology Recommended Amendment (Attachment C)	21A.50.330 (6) (e) (ii)	Up to 30 percent reduction in standard buffer width for improving fish passage and/or creation of side channel or backwater areas.	Up to 30-25 percent reduction in standard buffer width for improving fish passage and/or creation of side channel or backwater areas.
17	Ecology Recommended Amendment (Attachment C)	21A.50.13XX	No current limit on the wetland delineation.	<u>A wetland delineation completed over five years ago needs to be revisited. Revisiting a wetland delineation that is five or more years old does not necessarily mean that a new wetland delineation needs to be completed. It means that a field verification may need to be performed to determine whether the delineation is still accurate or whether it needs to be redone based on existing conditions.</u>
18	Staff Recommended Amendment	21A.50.327	On development proposal sites that contain Type F or Np streams and/or wetlands with a high habitat score greater than or equal to 29, that are also located within 200 feet of an on-site or off-site Type F or Np stream and/or wetland with a high habitat score greater than or equal to 29, a fish and wildlife habitat corridor shall be set aside and protected as follows:	On development proposal sites that contain Type F or Np streams and/or wetlands with a high habitat score greater than or equal to 29 , that are also located within 200 feet of an on-site or off-site Type F or Np stream and/or wetland with a high habitat score greater than or equal to 29 , a fish and wildlife habitat corridor shall be set aside and protected as follows:
19	Staff Recommended Amendment	21A.15.469	“Fish and wildlife habitat corridors” means those corridors set aside and protected for preserving connections between habitats on development proposal sites that contain Type F or Np streams and/or wetlands with a high habitat score greater than or equal to 29 on the Washington State Wetland Rating System for Western Washington (Department of Ecology 2004 or as revised) that are located within 200 feet of an on-site or off-site Type	“Fish and wildlife habitat corridors” means those corridors set aside and protected for preserving connections between habitats on development proposal sites that contain Type F or Np streams and/or wetlands with a high habitat score greater than or equal to 29 on the Washington State Wetland Rating System for Western Washington (Department of Ecology 2004-2014 or as revised) that are located within 200 feet of an on-site or off-

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			<p>F or Np stream and/or wetland with a high habitat score greater than or equal to 29 on the Washington State Wetland Rating System for Western Washington. Fish and wildlife habitat corridors do not increase streams buffers, except as required to provide a connection between two features as described above.</p>	<p>site Type F or Np stream and/or wetland with a high habitat score greater than or equal to 29<u>8</u> on the Washington State Wetland Rating System for Western Washington. Fish and wildlife habitat corridors do not increase streams buffers, except as required to provide a connection between two features as described above.</p>
20	Staff Recommended Amendment	21A.50.060 and 25.08.100(2)	<p>The following developments, activities, and uses are allowed in critical areas and associated buffers and building setbacks as specified in the following subsections, provided such activities are otherwise consistent with this program and other applicable regulations. The director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of this chapter.</p> <p>(1) Maintenance of Existing Improvements. Existing single detached dwelling units, other structures, landscaping, and other existing uses that do not meet the requirements of this chapter, which were legally established according to the regulations in place at their time of establishment, may be maintained and no critical areas study or review is required.</p> <p>(2) Modifications of Existing Improvements. Addition, expansion, reconstruction or revision of existing building(s) or other structures is subject to the following:</p> <p>(a) Modification or Replacement. Structural modification or replacement of legally established structures that do not meet the building setback or buffer requirements for wetlands, streams, fish and wildlife habitat</p>	<p><u>Subject to the limitations set forth in subsection (1) below,</u> the following developments, activities, and uses are allowed in critical areas and associated buffers and building setbacks as specified in the following subsections, provided such activities are otherwise consistent with this program and other applicable regulations. The director may apply conditions to an underlying permit or approval to ensure that the activities are consistent with the provisions of this chapter.</p> <p><u>(1) Change of Use and Existing Improvements. Approval of a preliminary subdivision, short subdivision or binding site plan shall require that an existing improvements, or nonconformance, as that term is defined in SMC 21A.15.800, be removed or discontinued prior to recording of the final plat, final short plat, or binding site plan in the following circumstances:</u></p> <p><u>(a) The existing improvements or nonconformance is located within environmentally critical areas or buffers. This includes, but is not limited to, a nonconformance within an area proposed to be included in an averaged or reduced buffer; and,</u></p>

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			<p>conservation areas, wildlife habitat corridors, or landslide hazard areas is allowed if the modification, replacement or related activity does not increase the existing footprint of the structure lying within the critical area, buffer or building setback area, and there is no increased risk to life or property.</p> <p>(b) Expansions of Single Detached Dwelling Units and Accessory Dwelling Units. Structural modification of, addition to, or replacement of legally created single detached dwelling unit(s) and accessory dwelling unit(s) and associated impervious surfaces that do not meet the applicable building setback or buffer requirements for wetlands, streams, fish and wildlife habitat conservation areas, or landslide hazard areas are allowed a one-time up to 1,000 square foot increase in the existing total footprint of the single detached dwelling unit(s) and accessory dwelling unit(s) and associated impervious surface areas lying within the buffer or building setback subject to the following:</p> <p>...</p>	<p><u>(b) Removal of the existing improvement or nonconformance will result in a reduced impact to environmentally critical areas; or</u></p> <p><u>(c) One of or more of the following criteria are met:</u></p> <ul style="list-style-type: none"> <u>i. Removal or discontinuance of the existing improvement or nonconformance is necessary to meet water quality, drainage, or re-vegetation requirements or to qualify for incentives.</u> <u>ii. The existing improvement or nonconformance is a use no longer allowed in the zoning designation or would be incompatible with a proposed use.</u> <u>iii. Removal or discontinuance of the existing improvement or nonconformance is necessary for public health, safety, or welfare, including but not limited to adequate sanitation, access, and/or safe walking conditions for school children.</u> <p>(24) Maintenance of Existing Improvements. Existing single detached dwelling units, other structures, landscaping, and other existing uses that do not meet the requirements of this chapter, which were legally established according to the regulations in place at their time of establishment, may be</p>

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				<p>maintained and no critical areas study or review is required.</p> <p>(23) Modifications of Existing Improvements. Addition, expansion, reconstruction or revision of existing building(s) or other structures is subject to the following:</p> <p>(a) Modification or Replacement. Structural modification or replacement of legally established structures that do not meet the building setback or buffer requirements for wetlands, streams, fish and wildlife habitat conservation areas, wildlife habitat corridors, or landslide hazard areas is allowed if the modification, replacement or related activity does not increase the existing footprint of the structure lying within the critical area, buffer or building setback area, and there is no increased risk to life or property.</p> <p>(b) Expansions of Single Detached Dwelling Units and Accessory Dwelling Units. Structural modification of, addition to, or replacement of legally created single detached dwelling unit(s) and accessory dwelling unit(s) and associated impervious surfaces that do not meet the applicable building setback or buffer requirements for wetlands, streams, fish and wildlife habitat conservation areas, or landslide hazard areas are allowed a one-time up to 1,000 square foot increase in the existing total footprint of the single detached dwelling unit(s) and accessory dwelling unit(s) and associated</p>

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								impervious surface areas lying within the buffer or building setback subject to the following: ...						
21	Staff Recommended Amendment	25.07.010-2	Impervious surface (max.)	R-4, no additional % for lots under 9,076 square feet	40%	R-4, no additional % for lots under 9,076 square feet	40%	Impervious surface (max.)	R-4, no additional % for lots under 9,076 square feet	40%	R-4, no additional % for lots under 9,076 square feet	40%	40%	40%
22	Staff Recommended Amendment	25.07.080(2)(c)	For shoreline residential areas, impervious surface allowances shall be in accordance with R-4 zoning requirements, with the exception that no additional impervious surface percentage is allowed for lots less than 9,076 square feet. See SMC 21A.25.030, Note (4)(c).					For shoreline residential areas, <u>45% of the lot shall be yard area. For purposes of this section, "yard" is any surface area that is not structured or hardened. Yard areas may be landscaped, contain uncovered decks of less than 18 inches above grade, or artificial turf, but do not include areas covered by pervious concrete or other similar materials.</u> impervious surface allowances shall be in accordance with R-4 zoning requirements, with the exception that no additional impervious surface percentage is allowed for lots less than 9,076 square feet. See SMC 21A.25.030, Note (4)(c).						
23	Staff Recommended Amendment	25.07.080(2)(d)	For urban conservancy areas, the maximum amount of impervious surface shall not exceed 40 percent of the lot area above OHWM.					For urban conservancy areas, the maximum <u>minimum</u> amount of impervious surface shall not <u>yard area shall be exceed 40</u> percent of the lot area above OHWM. <u>For purposes of this section, "yard" is any surface area that is not structured or hardened. Yard areas may be landscaped, contain uncovered decks of less than 18 inches above grade, or artificial</u>						

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24	Staff Recommended Amendment	20.05.020(4)	<p>LAND USE DECISION TYPE</p> <p>...</p> <table border="1"> <tr> <td>Type</td> <td>Decision by</td> <td>Short plat; road variance</td> </tr> <tr> <td>2</td> <td>director</td> <td>decisions rendered in</td> </tr> <tr> <td></td> <td>appealable to</td> <td>conjunction with a short plat</td> </tr> <tr> <td></td> <td>hearing</td> <td>decision; zoning variance;</td> </tr> <tr> <td></td> <td>examiner, no</td> <td>conditional use permit;</td> </tr> <tr> <td></td> <td>further</td> <td>shoreline substantial</td> </tr> <tr> <td></td> <td>administrative</td> <td>development permits</td> </tr> <tr> <td></td> <td>appeal</td> <td>(SSDPs); procedural and</td> </tr> <tr> <td></td> <td></td> <td>substantive SEPA decision;</td> </tr> <tr> <td></td> <td></td> <td>site development permit;</td> </tr> <tr> <td></td> <td></td> <td>approval of residential</td> </tr> <tr> <td></td> <td></td> <td>density incentives; reuse of</td> </tr> <tr> <td></td> <td></td> <td>public schools; reasonable</td> </tr> <tr> <td></td> <td></td> <td>use exceptions under SMC</td> </tr> <tr> <td></td> <td></td> <td>21A.50.070(2); preliminary</td> </tr> <tr> <td></td> <td></td> <td>determinations under SMC</td> </tr> <tr> <td></td> <td></td> <td>20.05.030(3); critical areas</td> </tr> <tr> <td></td> <td></td> <td>exceptions and decisions to</td> </tr> <tr> <td></td> <td></td> <td>require studies or to</td> </tr> <tr> <td></td> <td></td> <td>approve, condition or deny a</td> </tr> </table>	Type	Decision by	Short plat; road variance	2	director	decisions rendered in		appealable to	conjunction with a short plat		hearing	decision; zoning variance;		examiner, no	conditional use permit;		further	shoreline substantial		administrative	development permits		appeal	(SSDPs); procedural and			substantive SEPA decision;			site development permit;			approval of residential			density incentives; reuse of			public schools; reasonable			use exceptions under SMC			21A.50.070(2) ; preliminary			determinations under SMC			20.05.030(3) ; critical areas			exceptions and decisions to			require studies or to			approve, condition or deny a	<p>LAND USE DECISION TYPE</p> <p>...</p> <table border="1"> <tr> <td>Type</td> <td>Decision by</td> <td>Short plat; road variance</td> </tr> <tr> <td>2</td> <td>director</td> <td>decisions rendered in</td> </tr> <tr> <td></td> <td>appealable to</td> <td>conjunction with a short plat</td> </tr> <tr> <td></td> <td>hearing</td> <td>decision; zoning variance;</td> </tr> <tr> <td></td> <td>examiner, no</td> <td>conditional use permit;</td> </tr> <tr> <td></td> <td>further</td> <td>shoreline substantial</td> </tr> <tr> <td></td> <td>administrative</td> <td>development permits</td> </tr> <tr> <td></td> <td>appeal</td> <td>(SSDPs); procedural and</td> </tr> <tr> <td></td> <td></td> <td>substantive SEPA decision;</td> </tr> <tr> <td></td> <td></td> <td>site development permit;</td> </tr> <tr> <td></td> <td></td> <td>approval of residential</td> </tr> <tr> <td></td> <td></td> <td>density incentives; reuse of</td> </tr> <tr> <td></td> <td></td> <td>public schools; reasonable</td> </tr> <tr> <td></td> <td></td> <td>use exceptions under SMC</td> </tr> <tr> <td></td> <td></td> <td>21A.50.070(2); preliminary</td> </tr> <tr> <td></td> <td></td> <td>determinations under SMC</td> </tr> <tr> <td></td> <td></td> <td>20.05.030(3); critical areas</td> </tr> <tr> <td></td> <td></td> <td>exceptions and decisions to</td> </tr> <tr> <td></td> <td></td> <td>require studies or to</td> </tr> <tr> <td></td> <td></td> <td>approve, condition or deny a</td> </tr> </table>	Type	Decision by	Short plat; road variance	2	director	decisions rendered in		appealable to	conjunction with a short plat		hearing	decision; zoning variance;		examiner, no	conditional use permit;		further	shoreline substantial		administrative	development permits		appeal	(SSDPs) ; procedural and			substantive SEPA decision;			site development permit;			approval of residential			density incentives; reuse of			public schools; reasonable			use exceptions under SMC			21A.50.070(2) ; preliminary			determinations under SMC			20.05.030(3) ; critical areas			exceptions and decisions to			require studies or to			approve, condition or deny a
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Proposed Amendments to the Environmentally Critical Area / SMP Regulations

#	Commenter	Code Section	Current Regulation			Proposed Amendment		
					development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan; unified zone development plan under Chapter 21B.95 SMC ³			development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan; unified zone development plan under Chapter 21B.95 SMC ³
				
			Type	Recommendation	Shoreline variances; shoreline conditional use permits	Type	Recommendation	Shoreline variances; <u>shoreline substantial development permits (SSDPs)</u> ; shoreline conditional use permits
			4	by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board		4	by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	



STUDY SESSION NOTES

Study Session June 14, 2016

Mayor opened the study session of the Sammamish City Council at 6:00 p.m.

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

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.

John Adair, 21026 SE 4th St SE, spoke regarding the Tamarack neighborhood drainage (*showed a powerpoint presentation available upon request to the City Clerk, manderson@sammamish.us*)

Jennifer Kim, 4001 239th Place SE, representing Citizens for Overdevelopment Saving Sammamish, spoke regarding the growth and development in Sammamish. She is concerned about traffic along 228th with the Town Center and the over-crowding of our schools. Wildlife and climate are being affected by the all the new development and removal of old growth trees.

Jeffrey Weems, 941 206th Place NE, 206th Place NE Homeowners Group, concerned about the stormwater management amendment that was passed last year.

Gary Tobiason, 1100 206th Ave NE, 206th Place NE Homeowners Group, agreed with the concerns of the previous speaker.

Karen Moran, 20705 SE 3rd Way, spoke on behalf of the King County Emergency Management Advisory Committee.

Cindy Taylor, 250 208th Ave NE, commented regarding the Tamarack drainage issues.

Stacey Peters, 440 240th Place SE, spoke regarding her frustration with the development and growth in Sammamish.

Mary Victor, 408 208th Ave NE, expressed her appreciation for the YMCA community center and commented on the Tamarack drainage issues.

Sharon Steinbis, 24933 SE 14th St, commented on Stormwater and Parks Capital Improvement plans. *(showed a powerpoint presentation available upon request to the City Clerk, manderson@sammamish.us)*

Maria Velasco, 1855 Trossachs Blvd SE, spoke about the growth and development in Sammamish.

Topics

Discussion: 2017-2022 Parks CIP

Discussion: 2017-2022 Stormwater CIP

Discussion: 2017-2022 TIP

- Non-Motorized Projects
- Intersection Improvement Projects
- Neighborhood Projects

Adjournment

10:25 pm



Meeting Date: July 5, 2016

Date Submitted: 6/28/2016

Originating Department: Community Development

Clearances:

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

Subject: An Ordinance to amend the SMC, Chapter 21A.55 related to wireless regulations

Action Required: Public Hearing and First Ordinance Reading

- Exhibits:**
1. Ordinance with attachment
 2. Redline version of wireless regulation amendments
 3. 47 CFR 1.40001 (FCC Report and Order)

Budget: N/A

Summary Statement:

Minor code amendments are needed to align the City's wireless regulations, contained in Sammamish Municipal Code (SMC), Chapter 21A.55 with Federal Regulations regarding wireless facility modifications.

Proposed are the following amendments to SMC 21A.55.030 - Exemptions:

1. Specify that wireless exemptions do not apply to projects taking place within environmentally critical areas.
2. Add a subsection exempting eligible facilities requests from the requirements of Chapter 21A.55. Require that all projects meeting the definition of an eligible facilities request follow the procedures and definitions set forth in the Code of Federal Regulations. Require that the applicant obtain a Wireless Exemption Letter from the City.

Background:

1. Overview of Changes to Federal Law

The Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") contained provisions to facilitate the deployment of wireless broadband infrastructure deemed necessary for economic development. In particular, Section 6409(a) of the Spectrum Act mandates that state and local governments approve certain requests to collocate equipment on existing wireless towers¹ and base

¹ "Tower" is a structure built for the primary purpose of supporting antennas (e.g. monopoles and guyed towers).

stations². Section 6409(a) provides that state and local governments “may not deny, and shall approve” an “eligible facilities request³” so long as it does not “substantially change the physical dimensions of the existing wireless tower or base station.”

On October 21, 2014, the Federal Communications Commission (FCC) issued a Report and Order clarifying and implementing statutory requirements related to state and local government review of infrastructure siting, including Section 6409(a), with the intent to facilitate and expedite the deployment of equipment and infrastructure to meet the demand for wireless capacity. The FCC Order and Report became effective on April 8, 2015, and significantly impacts how states and local governments may process eligible facilities requests (see Exhibit 3).

Qualifying eligible facilities requests must be approved within 60 days. Failure to act within 60 days results in automatic approval of the request. If the City finds that the request constitutes a substantial change, the application will be processed according to the requirements of Chapter 21A.55.

Type of Facility	Any of the following constitutes a <u>Substantial Change</u> :
Towers Outside of the ROW	<ul style="list-style-type: none"> • The modification increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater. • The modification protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
Towers in the ROW and all Base Stations	<ul style="list-style-type: none"> • The modification increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater. • The modification protrudes from the edge of the structure more than 6 feet.
All Projects	<ul style="list-style-type: none"> • The modification involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; • It entails any excavation or deployment outside the current site; • It would defeat the existing concealment elements of the tower or base station; or • It does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.

² “Base Station” includes any structure other than a tower that, at the time the relevant application (for a Section 6409 Modification), supports wireless equipment. This includes buildings, utility poles, water towers, etc.

³ “Eligible facilities request” is any request for modification of an existing tower or base station that does not *substantially change* the physical dimensions of such tower or base station, involving: (i) Collocation of new transmission equipment; (ii) Removal of transmission equipment; or (iii) Replacement of transmission equipment.

2. Current City Process

The Wireless Exemption Letter is the City's application for reviewing eligible facilities requests under Section 6409(a). The Exemption process has been effective in processing eligible applications and the City has not had an issue in meeting the 60-day shot clock. The federal provisions preempt local permitting and land use requirements and essentially require ministerial review by the City. If the application meets the federal requirements, then the City must approve the permit (i.e., issue the Exemption).

3. Planning Commission Review

During the May 19, 2016 Planning Commission work session, staff presented wireless code amendments needed to conform to recent changes in Federal law. Following the brief presentation, members of the Planning Commission asked questions and provided feedback. No further amendments or revisions were proposed by the Planning Commission.

On June 2, 2016, the Planning Commission held a public hearing and deliberated on the proposed wireless amendments. The Planning Commission approved the proposed amendments as attached in Exhibit 2.

Financial Impact:

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

Recommended Motion:

N/A

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016-

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING SECTION 21A.55.030 OF THE
SAMMAMISH MUNICIPAL CODE RELATING TO WIRELESS
COMMUNICATION FACILITIES; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City has previously adopted Chapter 21A.55 of the Sammamish Municipal Code (“SMC”), entitled Wireless Communication Facilities (“WCF”), the purpose of which is to provide general requirements, siting hierarchy, design standards, and evaluations in exchange for public benefits to help achieve reasonable location of wireless communication facilities; and

WHEREAS, in 2012, Congress passed the "Middle Class Tax Relief and Job Creation Act of 2012" (the "Spectrum Act"); and

WHEREAS, Congress, through its enactment of Section 6409 of the Spectrum Act, has mandated that state and local governments approve, and cannot deny, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station; and

WHEREAS, on October 21, 2014, the FCC issued a report and order, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, (the "Report and Order" or "Order") clarifying and implementing statutory requirements related to state and local government review of infrastructure siting, including Section 6409, with the intent of facilitating and expediting the deployment of equipment and infrastructure to meet the demand for wireless capacity; and

WHEREAS, that part of the Report and Order related to implementation of Section 6409, amends 47 C.F.R. Part 1 by adding new Subpart CC § 1.40001 and establishes both substantive and procedural limitations upon local government’s ability to regulate an eligible facilities request; and

WHEREAS, the Order, among other things, defines key terms utilized in Section 6409, establishes application requirements limiting the information that can be required from an applicant, implements a 60-day shot clock and tolling provisions, establishes a deemed approved remedy for applications not timely responded to, requires cities to approve a project permit application requesting modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, and establishes development standards that govern such proposed modifications; and

Exhibit 1

WHEREAS, the Order was published in the Federal Register on Thursday, January 8, 2015, Federal Register; Vol. 80; No. 5, resulting in the regulations for eligible facilities requests becoming effective on April 8, 2015; and

WHEREAS, Section 21A.05.040 of the Sammamish Municipal Code requires all land uses and development to comply with applicable federal, state, and local laws; and

WHEREAS, in addition to the code amendments that the City has deemed necessary for compliance with federal law, additional amendments were identified for internal code consistency regarding wireless exemptions and the protection of environmentally critical areas (the “Proposed Amendments”); and

WHEREAS, in accordance with WAC 365-195-620, on May 26, 2016, the City submitted a Notice of Intent to Adopt Amendments to the Washington State Department of Commerce for expedited review; 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 was issued on June 24, 2016, and sent to state agencies and interested parties; and

WHEREAS, on May 19, 2016, the Planning Commission held a work session on the Proposed Amendments; and

WHEREAS, on June 2, 2016, the Planning Commission held a public hearing on the Proposed Amendments and developed its recommendation for the City Council; and

WHEREAS, on July 5, 2016, the City Council received the Planning Commission recommendation and held a second public hearing on the Proposed Amendments; and

WHEREAS, the City Council finds that the Proposed Amendments are reasonable and necessary in order to bring the City's development regulations into compliance with the mandate imposed upon the City by Congress pursuant to Section 6409 and the regulations imposed upon the City by the FCC pursuant to its Report and Order, and are therefore in the public interest;

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

Section 1. SMC 21A.55.030, Exemptions, Amended. Sammamish Municipal Code Section 21A.55.030, *Exemptions*, is hereby amended as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state

Exhibit 1

or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall 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 JULY, 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

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:

**ATTACHMENT A:
Amended SMC 21A.55.030**

21A.55.030 Exemptions.

Exemptions shall comply with generally applicable building, structural, electrical, and safety codes and other laws codifying objective standards reasonably related to health and safety. A project taking place within an environmentally critical area shall not be eligible for an exemption. The following are exempt from the provisions of this chapter:

- (1) Amateur radio antenna operated by a federally licensed amateur radio operator as part of the amateur or business radio service;
- (2) Citizen band or two-way radio antenna including any mast;
- (3) Satellite earth stations (satellite dish) that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts;
- (4) Public agency communications systems of the City of Sammamish, without limitation, when the facility or facilities are on lands owned by the City and all other building and land development regulations are complied with. Any such facility constructed and operated under this section shall comply with all federal regulations including, but not limited to, site location, aircraft warning, station power level, and frequency allocation;
- (5) A temporary commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the City, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this chapter up to one week after the duration of the special event;
- (6) In the event a building permit is required for any emergency repair, notification in writing to the director of community development shall occur within 24 hours of identification of the needed repair; filing of the building permit application shall be done in compliance with the City's adopted building code;
- (7) Antenna modifications, provided:
 - (a) There is no increase in the number of antennas; and

Exhibit 1

(b) There is no increase in the height of the antenna support structure;

(8) Temporary WCF; and

(9) An eligible facilities request pursuant to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and 47 CFR 1.40001. All projects that meet the definition of an “eligible facilities request” as defined in 47 CFR 1.40001 shall be permitted upon the issuance of a wireless exemption letter. An application for an eligible facilities request shall provide information as required by the Director. For the purpose of reviewing an eligible facilities request, the definitions and procedures of 47 CFR 1.40001 shall control and supersede any contrary definitions or procedures of this Chapter.

Chapter 21A.55 WIRELESS COMMUNICATION FACILITIES

Sections:

- [21A.55.010](#) Purpose.
- [21A.55.020](#) Applicability.
- [21A.55.030](#) Exemptions.
- [21A.55.040](#) Permit required.
- [21A.55.050](#) Application requirements.
- [21A.55.060](#) Siting hierarchy.
- [21A.55.070](#) Base station hierarchy.
- [21A.55.080](#) General requirements.
- [21A.55.090](#) Design standards.
- [21A.55.100](#) Technical evaluation.
- [21A.55.110](#) Interference.
- [21A.55.120](#) Cessation of use.
- [21A.55.130](#) Light poles.

21A.55.030 Exemptions.

Exemptions shall comply with generally applicable building, structural, electrical, and safety codes and other laws codifying objective standards reasonably related to health and safety. A project taking place within an environmentally critical area shall not be eligible for an exemption. The following are exempt from the provisions of this chapter:

- (1) Amateur radio antenna operated by a federally licensed amateur radio operator as part of the amateur or business radio service;
- (2) Citizen band or two-way radio antenna including any mast;
- (3) Satellite earth stations (satellite dish) that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts;

Exhibit 2

(4) Public agency communications systems of the City of Sammamish, without limitation, when the facility or facilities are on lands owned by the City and all other building and land development regulations are complied with. Any such facility constructed and operated under this section shall comply with all federal regulations including, but not limited to, site location, aircraft warning, station power level, and frequency allocation;

(5) A temporary commercial wireless communications facility, for the purposes of providing coverage of a special event such as news coverage or sporting event, subject to approval by the City, except that such facility must comply with all federal and state requirements. Said wireless communications facility may be exempt from the provisions of this chapter up to one week after the duration of the special event;

(6) In the event a building permit is required for any emergency repair, notification in writing to the director of community development shall occur within 24 hours of identification of the needed repair; filing of the building permit application shall be done in compliance with the City's adopted building code. ~~(In the event a building permit is required for nonemergency maintenance, reconstruction, repair or replacement, filing of the building permit application shall be required prior to the commencement of such nonemergency activities);~~

(7) Antenna modifications, provided:

(a) There is no increase in the number of antennas; and

(b) There is no increase in the height of the antenna support structure; ~~and~~

(8) Temporary WCF; ~~and (Ord. O2010-281 § 4)~~

(9) An eligible facilities request pursuant to Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 and 47 CFR 1.40001. All projects that meet the definition of an "eligible facilities request" as defined in 47 CFR 1.40001 shall be permitted upon the issuance of a wireless exemption letter. An application for an eligible facilities request shall provide information as required by the Director. For the purpose of reviewing an eligible facilities request, the definitions and procedures of 47 CFR 1.40001 shall control and supersede any contrary definitions or procedures of this Chapter.

Exhibit 3

47 CFR 1.40001

(a) *Purpose.* These rules implement section 6409 of the Spectrum Act (codified at [47 U.S.C. 1455](#)), which requires a State or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.

(b) *Definitions.* Terms used in this section have the following meanings.

(1) *Base station.* A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

(i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

(iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section.

(2) *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

(3) *Eligible facilities request.* Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

(i) Collocation of new transmission equipment;

(ii) Removal of transmission equipment; or

(iii) Replacement of transmission equipment.

(4) *Eligible support structure.* Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section.

Exhibit 3

(5) *Existing*. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(6) *Site*. For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(7) *Substantial change*. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

(i) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(A) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

(ii) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

(iii) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside the current site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

Exhibit 3

(8) *Transmission equipment.* Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(9) *Tower.* Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

(c) *Review of applications.* A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

(1) *Documentation requirement for review.* When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

(2) *Timeframe for review.* Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

(3) *Tolling of the timeframe for review.* The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the reviewing State or local government determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

Exhibit 3

(4) *Failure to act.* In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

(5) *Remedies.* Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.



Meeting Date: July 5, 2016

Date Submitted: 6/28/2016

Originating Department: Community Development

Clearances:

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

Subject: An Ordinance to amend the SMC, Chapter 19A.12, 19A.16, 20.05, 21A.95 and 21A.100 related to process and procedure regulations

Action Required: Public Hearing and First Ordinance Reading

- Exhibits:**
1. Ordinance with attachments
 2. Redline version of process and procedure amendments
 3. Planning Commission suggested changes to draft amendments

Budget: N/A

Summary Statement: An Ordinance adopting amendments to various process and procedure sections of the Sammamish Municipal Code (SMC), Chapter 19A.12, 19A.16, 20.05, 21A.95 and 21A.100 with the intent to improve and clarify these sections.

Background:

1. Overview of Changes

The proposed amendments include the following topics:

- Neighborhood meetings
- Pre-application meetings
- Land use application review, timing and expiration

These amendments are intended to improve public noticing, replace outdated provisions, streamline permit and land use processing, and to generally increase the clarity and predictability of the code. Please refer to Exhibit 2 for a complete redline summary of amendments.

2. Planning Commission Review

On May 5, 2016, staff introduced the topic with a presentation to the Planning Commission that summarized various procedural issues in the code and potential solutions. During and following the presentation, staff received questions and feedback that helped guide the direction of the draft amendments.

On June 16, 2016, the Planning Commission received the draft amendments to which they suggested three minor changes contained in Exhibit 3. Staff recommends that City Council incorporate these amendments into the Ordinance.

Financial Impact:

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

Recommended Motion:

N/A

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016-

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING SECTIONS 19A.12.020,
19A.16.045, 20.05.030, 20.05.035, 20.05.100 21A.95.070, AND
21A.100.060 OF THE SAMMAMISH MUNICIPAL CODE
RELATING TO PERMITTING PROCEDURES; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City evaluated the provisions in the Sammamish Municipal Code relating to permitting procedures and identified recommended improvements (the “Proposed Amendments”); and

WHEREAS, on May 5, 2016, and June 16, 2016, the Proposed Amendments were presented to the Planning Commission for courtesy review, and the Planning Commission recommended that the Proposed Amendments be presented to the City Council for formal review; and

WHEREAS, in accordance with WAC 365-195-620, on June 20, 2016, the City submitted a Notice of Intent to Adopt Amendments to the Washington State Department of Commerce for expedited review; 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 was issued on June 24, 2016, and sent to state agencies and interested parties; and

WHEREAS, after providing 30 days’ public notice, the City Council held a public hearing on the Proposed Amendments on July 5, 2016; and

WHEREAS, the City Council finds that the Proposed Amendments are reasonable and necessary in order to improve public noticing, replace outdated provisions, streamline permit and land use processing, and to generally increase the clarity and predictability of the code;

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

Section 1. SMC 19A.12.020, Preliminary approval of short subdivisions and subdivisions – Filing of final plat or final short plat, Amended. Sammamish Municipal Code Section 19A.12.020, *Preliminary approval of short subdivisions and subdivisions – Filing of final*

Exhibit 1

plat or final short plat, is hereby amended as set forth in **Attachment A**, which is incorporated herein by this reference.

Section 2. SMC 19A.16.045, Final plat and final short plat review procedures, Amended. Sammamish Municipal Code Section 19A.16.045, *Final plat and final short plat review procedures*, is hereby amended as set forth in **Attachment B**, which is incorporated herein by this reference.

Section 3. SMC 20.05.030, Preapplication conferences, Amended. Sammamish Municipal Code Section 20.05.030, *Preapplication conferences*, is hereby amended as set forth in **Attachment C**, which is incorporated herein by this reference.

Section 4. SMC 20.05.035, Neighborhood meetings, Amended. Sammamish Municipal Code Section 20.05.035, *Neighborhood meetings*, is hereby amended as set forth in **Attachment D**, which is incorporated herein by this reference.

Section 5. SMC 20.05.100, Permit issuance, Amended. Sammamish Municipal Code Section 20.05.100, *Permit issuance*, is hereby amended as set forth in **Attachment E**, which is incorporated herein by this reference.

Section 6. SMC 21A.95.070, Limitation of permit approval, Repealed and Readopted. Sammamish Municipal Code Section 21A.95.070, *Limitation of permit approval*, is hereby repealed, and a new Section 21A.95.070, *Project phasing – Limitation of permit approval*, is hereby adopted as set forth in **Attachment F**, which is incorporated herein by this reference.

Section 7. SMC 21A.100.060, Director review – Decision and interpretation final unless appealed, Amended. Sammamish Municipal Code Section 21A.100.060, *Director review – Decision and interpretation final unless appealed*, is hereby amended as set forth in **Attachment G**, which is incorporated herein by this reference.

Section 8. 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 9. 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 JULY, 2016.

CITY OF SAMMAMISH

Exhibit 1

Mayor Donald J. Gerend

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:

**ATTACHMENT A:
Amended SMC 19A.12.020**

19A.12.020 Preliminary approval of subdivisions and short subdivisions – Filing of final plat or final short plat.

(1) Preliminary subdivision approval shall be effective for the period of time set forth in RCW 58.17.140, as currently enacted or as may be subsequently amended, and preliminary short subdivision approval shall be effective for the same period of time as a subdivision approval. If any condition is not satisfied and/or the final plat or final short plat is not recorded within the approval period identified herein, the subdivision or short subdivision shall be null and void. If all conditions have been satisfied and all required documents have been submitted within the approval period, the department may grant a single extension of up to 90 days for the processing and recording of the final documents.

(2) Preliminary subdivision or short subdivision approval shall be considered the basis upon which the applicant may proceed toward development of the subdivision or short subdivision and preparation of the final plat or short plat subject to all the conditions of the preliminary approval.

(3) If the final plat is being developed in divisions, and final plats for all of the divisions have not been recorded within the time limits provided in this section, preliminary subdivision approval for all unrecorded divisions shall become void. The preliminary subdivision for any unrecorded divisions must again be submitted to the department with a new application, subject to the fees and regulations applicable at the time of submittal.

**ATTACHMENT B:
Amended SMC 19A.16.045**

19A.16.045 Final plat and final short plat review procedures.

(1) Upon the City's inspection and determination that the site improvements required by SMC [19A.16.040](#) have been substantially completed pursuant to the approved plans, a final plat or final short plat shall be surveyed by a land surveyor and submitted to the department for review and approval. Substantial completion of site improvements, for purposes of final plat or final short plat submittal, shall mean street and lot rough grading has been completed and water, sewer, stormwater, and natural gas utilities have been installed.

(2) All final plats and final short plats shall demonstrate conformance to the conditions of preliminary approval in a compliance matrix, as well as Chapter 58.17 RCW and Chapter 332-130 WAC.

(3) Plat certificates or owner's duplicate certificates for land registered pursuant to Chapter 65.12 RCW shall be provided to the department prior to recording. Supplemental plat certificates shall be provided to the department if the final plat or final short plat is not recorded within 30 days of the original certificate or supplemental certificate date.

(4) All applicable processing fees specified by City fee resolution, applicable mitigation and impact fee amounts, and any civil penalty assessed pursuant to SMC Title [23](#) against a site being reviewed under this section shall be paid, and all required financial guarantees posted prior to recording.

(5) Prior to recording, all site improvements required by SMC 19A.16.040 shall be complete and approved by the City. Applicable performance bonds and written final approval from the applicable water/sewer district and health department shall be obtained, if required.

(6) A copy of protective deed covenants shall accompany the final plat or short plat, if applicable.

(7) Upon approval by the department, the City council shall consider the final plat at a public meeting to confirm the conformance of the final plat to the conditions of preliminary approval imposed by the hearing examiner. Upon approval, the final plat or short plat shall be recorded with the county records and elections division.

**ATTACHMENT C:
Amended SMC 20.05.030**

20.05.030 Feasibility Conference – Preapplication conferences.

(1) Prior to filing a permit application for a Type 1 decision, the applicant shall contact the department to schedule a preapplication conference that shall be held prior to filing the application if:

(a) the property will have 5,000 square feet or greater of development site or right-of-way improvements;

(b) the property is in a critical drainage basin; or

(c) the property has a wetland, steep slope, landslide hazard, or erosion hazard;

Provided, that the provisions of this subsection shall not apply to a single-family residence and its accessory buildings located on a site without environmentally critical areas or to other structures where all work is in an existing building and no parking is required or added.

(2) Prior to filing a permit application requiring a Type 2, 3 or 4 decision, the applicant shall contact the department to schedule a preapplication conference that shall be held prior to filing the application, except as provided herein. The purpose of the preapplication conference is to review and discuss the application requirements with the applicant and provide comments on the development proposal. The preapplication conference shall be scheduled by the department, at the request of an applicant, and shall be held in a timely manner, within 30 days from the date of the applicant's request. The director may waive the requirement for a preapplication conference if it is determined to be unnecessary for review of an application. Nothing in this section shall be interpreted to require more than one preapplication conference or to prohibit the applicant from filing an application if the department is unable to schedule a preapplication conference within 30 days following the applicant's request.

(3) Information presented at or required as a result of the preapplication conference shall be valid for a period of 180 days following the preapplication conference. An applicant wishing to submit a permit application more than 180 days following the preapplication conference for that permit must schedule and participate in another preapplication conference prior to submitting the permit application, however, the director may waive this requirement for de minimus deviations or if it is determined to be unnecessary for review of an application.

(4) Prior to scheduling a preapplication conference under this subsection (1) through (3) of this section, the applicant shall confer with the department in an informal feasibility discussion. The provisions of subsections (1)

Exhibit 1

through (3) of this section apply only to the preapplication conference scheduled subsequent to a feasibility discussion.

(5) At or subsequent to a preapplication conference, the department may issue a preliminary determination that a proposed development is not permissible under applicable City policies or regulatory enactments. In that event, the applicant shall have the option to appeal the preliminary determination to the hearing examiner in the manner provided for a Type 2 permit, as an alternative to proceeding with a complete application. Mailed and published notice of the appeal shall be provided for as in SMC 20.05.060(7) and (8).

**ATTACHMENT D:
Amended SMC 20.05.035**

20.05.035 Neighborhood meetings.

(1) The applicant for a subdivision, short subdivision, or conditional use permit shall conduct and attend a neighborhood meeting within the City limits to discuss the proposed development after the preapplication conference but prior to submission of the development proposal to the City, at a date and time which shall not be unreasonable. The purpose of the meeting shall be to receive neighborhood input and suggestions prior to submission of the application. Such a public meeting is not a mediation, and any party who participates in such a meeting may still request mediation in accordance with SMC [20.20.060](#) and the provisions of the City land use mediation program.

(2) At least 21 days prior to the neighborhood meeting, the applicant shall give notice of the date, time, and location of the meeting to the community development director and to all persons who would be entitled to receive notice of the proposed plat application, short subdivision application or conditional use permit application under the requirements of the Sammamish Municipal Code.

(3) The notice shall be on a form provided by the community development director and shall briefly describe the proposal and its location and shall include the name, address, and telephone number of the applicant or a representative of the applicant who may be contacted for additional information about the proposal. Notice to the community development director shall include a list of the persons and addresses notified of the neighborhood meeting.

(4) Complete applications shall be received by the City within 120 days of the neighborhood meeting. If an application is not submitted in this time frame, or if the materials submitted with the application do not substantially conform to the materials provided at the meeting, the applicant shall be required to hold a new neighborhood meeting.

**ATTACHMENT E:
Amended SMC 20.05.100**

20.05.100 Permit issuance.

(1) Final decisions by the City on all permits and approvals subject to the procedures of this chapter should be issued within 120 days from the date the applicant is notified by the department pursuant to this chapter that the application is complete; provided, that the following shorter time periods should apply for the type of land use permit indicated:

New residential building permits	90 days
Residential remodels	40 days
Residential appurtenances, such as decks and garages	15 days
Residential appurtenances that require substantial site review	40 days
SEPA exempt clearing and grading	45 days
SEPA clearing and grading	90 days
Health department review (for projects pending a final department review and/or permit)	40 days

The following periods shall be excluded from this 120-day period:

- (a) Any period of time during which the applicant has been requested by the department, hearing examiner or council to correct plans, perform required studies or provide additional information, including road variances and variances required under Chapter 9.04 KCC as adopted by Chapter [15.05](#) SMC. The period shall be calculated from the date of notice to the applicant of the need for additional information (“request for revision”) until either the City advises the applicant that the additional information satisfies the City’s request or 14 days after the date the information has been provided, whichever is the earlier date. If the City determines that the correction, study, or other information submitted by the applicant is insufficient, it

Exhibit 1

shall notify the applicant of the deficiencies, and the procedures of this section shall apply as if a new request for revision had been made.

(i) The department shall set a reasonable deadline for submittal by the applicant of corrections, studies, or other information in response to a request for revision, and shall provide written notification of the deadline to the applicant. The deadline may not exceed 90 days from the date of the request for revision; provided, that an extension of such deadline may be granted upon written request by the applicant providing satisfactory justification for an extension or upon the applicant's agreement to and compliance with an approved schedule with specific target dates for submitting the full revisions, corrections or other information requested.

(ii) Applications may be canceled for inactivity if an applicant fails to provide, by such deadline, an adequate response substantively addressing code requirements identified in the written request for revision.

(iii) When granting a request for a deadline extension, the department shall give consideration to the number of days between receipt by the department of a written request for a deadline extension and the mailing to the applicant of the department's decision regarding that request.

(b) The period of time, as set forth in SMC [20.15.060](#), during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter [43.21C](#) RCW.

(c) A period of no more than 90 days for an open record appeal hearing by the hearing examiner on a Type 2 land use decision, and no more than 60 days for a closed record appeal by the county council on a Type 3 land use decision appealable to the county council, except when the parties to an appeal agree to extend these time periods.

(d) Any period of time during which an applicant fails to post the property, if required by this chapter, following the date notice is required until an affidavit of posting is provided to the department by the applicant.

(e) Any time extension mutually agreed upon by the applicant and the department.

(2) The time limits established in this section shall not apply if a proposed development:

(a) Requires an amendment to the comprehensive plan or a development regulation, or modification or waiver of a development regulation as part of a demonstration project;

Exhibit 1

(b) Requires approval of a new fully contained community as provided in RCW [36.70A.350](#), master planned resort as provided in RCW [36.70A.360](#), or the siting of an essential public facility as provided for RCW [36.70A.200](#); or

(c) Is substantially revised by the applicant, when such revisions will result in a substantial change in a project's review requirements, as determined by the department, in which case the time period shall start from the date at which the revised project application is determined to be complete.

(3) If the department is unable to issue its final decision within the time limits established by this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of final decision.

**ATTACHMENT F:
New SMC 21A.95.070**

21A.95.070 Project phasing – Limitation of permit approval.

(1) A commercial site development permit may be approved with project phasing and other project-specific conditions to mitigate impacts on the environment or on public facilities and services including transportation, utilities, drainage, police and fire protection, schools, and parks. Project phasing shall mean a phasing plan designed to address impacts on the environment or on public facilities and services as those impacts become relevant in the project.

(2) A commercial site development permit approved with a phasing plan shall be null and void if the applicant fails to meet the conditions and time schedules specified in the approved phasing plan.

(3) A commercial site development permit approved without a phasing plan shall be null and void if the applicant fails to file a complete building permit application(s) for all buildings within three years of the approval date, or by a date specified by the director, and fails to have all valid building permits issued within four years of the commercial site development permit approval date.

**ATTACHMENT G:
Amended SMC 21A.100.060**

21A.100.060 Director review – Decision and interpretation final unless appealed.

(1) The decision of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to SMC [20.10.080](#).

(2) The interpretation of the director shall be final except for any appeal allowed as follows:

(a) If the director determines that a code interpretation is necessary for review of a specific development proposal that is currently before the department, and the development project is subject to an administrative appeal, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the underlying development project. If the director determines that a code interpretation request relates to a code enforcement action, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the code enforcement action. If the city of Sammamish hearing examiner makes the city's final decision with regard to the underlying permit, other approval type or code enforcement action regarding which the interpretation was requested, the hearing examiner's decision constitutes the city's final decision on the code interpretation request. If the city council, acting as a quasi-judicial body, makes the city's final decision with regard to the underlying permit or other approval type regarding which the interpretation was requested, the city council's decision constitutes the city's final decision on the code interpretation request.

(b) If the director issues a code interpretation that is not associated with one of the items described in subsection (2)(a) of this section, the interpretation may be appealed to the hearing examiner within 21 days of the date the notice of the interpretation is provided.

(3) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.

(4) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.

(5) As provided by SMC [20.10.240](#)(1) and (2):

(a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and

(b) The decision shall be final unless appealed under the provisions of SMC [20.10.250](#)(1).

Exhibit 1

(6) Establishment of any use or activity authorized pursuant to a conditional use permit, reasonable use exception, or variance shall occur within two years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for up to 180 days by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.

(7) For the purpose of this section, "establishment" shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.

(8) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance remain satisfied.

Exhibit 2

Exhibit 2 – Redline Version of Procedural Code Amendments

City Council Meeting – July 5, 2016

Sammamish Municipal Code (SMC):

- **19A.12.020 – Preliminary approval of short subdivisions and subdivisions – Filing of final plat or final short plat.**
 - Revise for clarity.
- **19A.16.045 - Final plat and final short plat review procedures.**
 - Adjust threshold for submittal of an application for final plat/short plat.
- **20.05.030 – Preapplication conferences.**
 - Require conferences for single family homes on sites with environmentally critical areas.
 - Clarify language related to “shelf life” of pre-application meetings.
 - Distinguish between feasibility and project pre-application meetings.
- **20.05.035 – Neighborhood meetings.**
 - Require meetings within city limits and require applicant to attend meeting.
 - Require meeting materials to be the same as application.
 - Amend time periods for noticing and application submittal.
- **20.05.100 – Permit issuance.**
 - Add time period for application response.
- **21A.95.070 – Limitation of permit approval.**
 - Revise language for clarity.
- **21A.100.060 – Director review – Decision and interpretation final unless appealed.**
 - Amend shelf life of conditional use permits, reasonable use exceptions, and variances.

“Normal Text” is existing code language

“~~Strikethrough Text~~” is existing language that will be deleted

“Underline Text” is code language that will be added

“...” indicates that there is additional existing code language that has been omitted

Exhibit 2

19A.12.020 Preliminary approval of ~~short~~ subdivisions and short subdivisions – Filing of final plat or final short plat.

(1) Preliminary ~~subdivision and short~~ subdivision approval shall be effective for the period of time set forth in RCW 58.17.140, as currently enacted or as may be subsequently amended, and preliminary short subdivision approval shall be effective for the same period of time as a subdivision approval. ~~a period of 60 months. Preliminary subdivision approval shall be effective for a period of 84 months for any plats receiving preliminary approval between January 1, 2004, and December 31, 2014, and for 60 months thereafter.~~ If any condition is not satisfied and/or the final plat or final short plat is not recorded within the approval period identified herein, the subdivision or short subdivision shall be null and void. If all conditions have been satisfied and all required documents have been submitted within the approval period, the department may grant a single extension of up to 90 days ~~to obtain additional information or for the processing and recording of the final documents.~~

(2) Preliminary subdivision or short subdivision approval shall be considered the basis upon which the applicant may proceed toward development of the ~~short~~ subdivision or short subdivision and preparation of the final ~~short~~ plat or short plat subject to all the conditions of the preliminary approval.

(3) If the final plat is being developed in divisions, and final plats for all of the divisions have not been recorded within the time limits provided in this section, preliminary subdivision approval for all unrecorded divisions shall become void. The preliminary subdivision for any unrecorded divisions must again be submitted to the department with a new application, subject to the fees and regulations applicable at the time of submittal.

Exhibit 2

19A.16.045 Final plat and final short plat review procedures.

(1) Upon ~~the City's inspection and determination that substantial completion of~~ the site improvements required by SMC [19A.16.040](#) ~~have been substantially completed pursuant to the approved plans~~, a final plat or final short plat shall be surveyed by a land surveyor and submitted to the department for review and approval. Substantial completion of site improvements, for purposes of final plat or final short plat submittal, shall mean street and lot rough grading has been completed and water, sewer, stormwater, and natural gas utilities have been installed.

(2) All final plats and final short plats shall demonstrate conformance to the conditions of preliminary approval in a compliance matrix, as well as Chapter 58.17 RCW and Chapter 332-130 WAC.

(3) Plat certificates or owner's duplicate certificates for land registered pursuant to Chapter 65.12 RCW shall be provided to the department prior to recording. Supplemental plat certificates shall be provided to the department if the final plat or final short plat is not recorded within 30 days of the original certificate or supplemental certificate date.

(4) All applicable processing fees specified by City fee resolution, applicable mitigation and impact fee amounts, and any civil penalty assessed pursuant to SMC Title [23](#) against a site being reviewed under this section shall be paid, and all required financial guarantees posted prior to recording.

(5) Prior to recording, all ~~required~~ site improvements required by SMC 19A.16.040 shall be complete and approved by the City. Applicable performance bonds and written final approval from the applicable water/sewer district and health department shall be obtained, if required.

(6) A copy of protective deed covenants shall accompany the final plat or short plat, if applicable.

(7) Upon approval by the department, the City council shall consider the final plat at a public meeting to confirm the conformance of the final plat to the conditions of preliminary approval imposed by the hearing examiner. Upon approval, the final plat or short plat shall be recorded with the county records and elections division.

Exhibit 2

20.05.030 Feasibility Conference – Preapplication conferences.

(1) Prior to filing a permit application for a Type 1 decision, the applicant shall contact the department to schedule a preapplication conference that shall be held prior to filing the application if:

(a) the property will have 5,000 square feet or greater of development site or right-of-way improvements;

(b), the property is in a critical drainage basin; or

(c) the property has a wetland, steep slope, landslide hazard, or erosion hazard.

~~Exempt from this requirement are~~ Provided, that the provisions of this subsection shall not apply to (a) A single-family residence and its accessory buildings located on a site without environmentally critical areas; (b) or to other structures where all work is in an existing building and no parking is required or added.

(2) Prior to filing a permit application requiring a Type 2, 3 or 4 decision, the applicant shall contact the department to schedule a preapplication conference that shall be held prior to filing the application, except as provided herein. The purpose of the preapplication conference is to review and discuss the application requirements with the applicant and provide comments on the development proposal. The preapplication conference shall be scheduled by the department, at the request of an applicant, and shall be held in a timely manner, within 30 days from the date of the applicant's request. The director may waive the requirement for a preapplication conference if it is determined to be unnecessary for review of an application. Nothing in this section shall be interpreted to require more than one preapplication conference or to prohibit the applicant from filing an application if the department is unable to schedule a preapplication conference within 30 days following the applicant's request.

(3) Information presented at or required as a result of the preapplication conference shall be valid for a period of 180 days following the preapplication conference. An applicant wishing to submit a permit application more than 180 days following a the preapplication conference for the same that permit application shall be required to must schedule and participate in another preapplication conference prior to submitting the permit application, however, the director may waive this requirement for de minimus deviations or if it is determined to be unnecessary for review of an application.

(4) Prior to scheduling a preapplication conference under this subsection (1) through (3) of this section, the applicant shall confer with the department in an informal feasibility discussion. The provisions of subsections (1) through (3) of this section apply only to the preapplication conference scheduled subsequent to a feasibility discussion.

Exhibit 2

(35) At or subsequent to a preapplication conference, the department may issue a preliminary determination that a proposed development is not permissible under applicable City policies or regulatory enactments. In that event, the applicant shall have the option to appeal the preliminary determination to the hearing examiner in the manner provided for a Type 2 permit, as an alternative to proceeding with a complete application. Mailed and published notice of the appeal shall be provided for as in SMC [20.05.060](#)(7) and (8).

Exhibit 2

20.05.035 Neighborhood meetings.

(1) The applicant for a subdivision, short subdivision, or conditional use permit shall conduct and attend a neighborhood meeting within the City limits to discuss the proposed development after the preapplication conference but prior to submission of the development proposal to the City, at a date and time which shall not be unreasonable. The purpose of the meeting shall be to receive neighborhood input and suggestions prior to submission of the application. Such a public meeting is not a mediation, and any party who participates in such a meeting may still request mediation in accordance with SMC [20.20.060](#) and the provisions of the City land use mediation program.

(2) At least ~~40~~21 days prior to the neighborhood meeting, the applicant shall give notice of the date, time, and location of the meeting to the community development director and to all persons who would be entitled to receive notice of the proposed plat application, short subdivision application or conditional use permit application under the requirements of the Sammamish Municipal Code.

(3) The notice shall be on a form provided by the community development director and shall briefly describe the proposal and its location and shall include the name, address, and telephone number of the applicant or a representative of the applicant who may be contacted for additional information about the proposal. Notice to the community development director shall include a list of the persons and addresses notified of the neighborhood meeting.

(4) Complete applications shall be received by the City within 120 days of the neighborhood meeting. If an application is not submitted in this time frame, or if the materials submitted with the application do not substantially conform to the materials provided at the meeting, the applicant shall be required to hold a new neighborhood meeting.

Exhibit 2

20.05.100 Permit issuance.

(1) Final decisions by the City on all permits and approvals subject to the procedures of this chapter should be issued within 120 days from the date the applicant is notified by the department pursuant to this chapter that the application is complete; provided, that the following shorter time periods should apply for the type of land use permit indicated:

New residential building permits	90 days
Residential remodels	40 days
Residential appurtenances, such as decks and garages	15 days
Residential appurtenances that require substantial site review	40 days
SEPA exempt clearing and grading	45 days
SEPA clearing and grading	90 days
Health department review (for projects pending a final department review and/or permit)	40 days

The following periods shall be excluded from this 120-day period:

(a) Any period of time during which the applicant has been requested by the department, hearing examiner or council to correct plans, perform required studies or provide additional information, including road variances and variances required under Chapter 9.04 KCC as adopted by Chapter [15.05](#) SMC. The period shall be calculated from the date of notice to the applicant of the need for additional information ("request for revision") until either the City advises the applicant that the additional information satisfies the City's request or 14 days after the date the information has been provided, whichever is the earlier date. If the City determines that the correction, study, or other information submitted by the applicant is insufficient, it shall notify the applicant of the deficiencies, and the procedures of this section shall apply as if a new request for ~~information~~ revision had been made.

Exhibit 2

(i) The department shall set a reasonable deadline for ~~the~~ submittal by the applicant of corrections, studies, or other information ~~when requested in response to a request for revision~~, and shall provide written notification of the deadline to the applicant. The deadline may not exceed 90 days from the date of the request for revision; provided, that An extension of such deadline may be granted upon submittal by an applicant of a written request by the applicant providing satisfactory justification of for an extension or upon the applicant's agreement to and compliance with an approved schedule with specific target dates for submitting the full revisions, corrections or other information requested.

(ii) ~~Failure by the applicant to meet such deadline shall be cause for the department to cancel/deny the application~~Applications may be canceled for inactivity if an applicant fails to provide, by such deadline, an adequate response substantively addressing code requirements identified in the written request for revision.

(iii) When granting a request for a deadline extension, the department shall give consideration to the number of days between receipt by the department of a written request for a deadline extension and the mailing to the applicant of the department's decision regarding that request.

(b) The period of time, as set forth in SMC [20.15.060](#), during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter [43.21C](#) RCW.

(c) A period of no more than 90 days for an open record appeal hearing by the hearing examiner on a Type 2 land use decision, and no more than 60 days for a closed record appeal by the county council on a Type 3 land use decision appealable to the county council, except when the parties to an appeal agree to extend these time periods.

(d) Any period of time during which an applicant fails to post the property, if required by this chapter, following the date notice is required until an affidavit of posting is provided to the department by the applicant.

(e) Any time extension mutually agreed upon by the applicant and the department.

(2) The time limits established in this section shall not apply if a proposed development:

(a) Requires an amendment to the comprehensive plan or a development regulation, or modification or waiver of a development regulation as part of a demonstration project;

Exhibit 2

(b) Requires approval of a new fully contained community as provided in RCW [36.70A.350](#), master planned resort as provided in RCW [36.70A.360](#), or the siting of an essential public facility as provided for RCW [36.70A.200](#); or

(c) Is substantially revised by the applicant, when such revisions will result in a substantial change in a project's review requirements, as determined by the department, in which case the time period shall start from the date at which the revised project application is determined to be complete.

(3) If the department is unable to issue its final decision within the time limits established by this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of final decision.

Exhibit 2

21A.95.070 Project phasing – Limitation of permit approval.

~~(1) A commercial site development permit approved without a phasing plan shall be null and void if the applicant fails to file a complete building permit application(s) for all buildings within three years of the approval date, or by a date specified by the director, and fails to have all valid building permits issued within four years of the commercial site development permit approval date; or~~

(1) A commercial site development permit may be approved with project phasing and other project-specific conditions to mitigate impacts on the environment or on public facilities and services including transportation, utilities, drainage, police and fire protection, schools, and parks. Project phasing shall mean a phasing plan designed to address impacts on the environment or on public facilities and services as those impacts become relevant in the project.

(2) A commercial site development permit approved with a phasing plan shall be null and void if the applicant fails to meet the conditions and time schedules specified in the approved phasing plan.

(3) A commercial site development permit approved without a phasing plan shall be null and void if the applicant fails to file a complete building permit application(s) for all buildings within three years of the approval date, or by a date specified by the director, and fails to have all valid building permits issued within four years of the commercial site development permit approval date.

Exhibit 2

21A.100.060 Director review – Decision and interpretation final unless appealed.

(1) The decision of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to SMC [20.10.080](#).

(2) The interpretation of the director shall be final except for any appeal allowed as follows:

(a) If the director determines that a code interpretation is necessary for review of a specific development proposal that is currently before the department, and the development project is subject to an administrative appeal, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the underlying development project. If the director determines that a code interpretation request relates to a code enforcement action, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the code enforcement action. If the city of Sammamish hearing examiner makes the city's final decision with regard to the underlying permit, other approval type or code enforcement action regarding which the interpretation was requested, the hearing examiner's decision constitutes the city's final decision on the code interpretation request. If the city council, acting as a quasi-judicial body, makes the city's final decision with regard to the underlying permit or other approval type regarding which the interpretation was requested, the city council's decision constitutes the city's final decision on the code interpretation request.

(b) If the director issues a code interpretation that is not associated with one of the items described in subsection (2)(a) of this section, the interpretation may be appealed to the hearing examiner within 21 days of the date the notice of the interpretation is provided.

(3) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.

(4) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.

(5) As provided by SMC [20.10.240](#)(1) and (2):

(a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and

(b) The decision shall be final unless appealed under the provisions of SMC [20.10.250](#)(1).

Exhibit 2

(6) Establishment of any use or activity authorized pursuant to a conditional use permit, reasonable use exception, or variance shall occur within ~~four~~two years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for ~~one additional year~~up to 180 days by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.

(7) For the purpose of this section, "establishment" shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.

(8) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance ~~are met~~remain satisfied.

Exhibit 3

Exhibit 3 - Planning Commission Suggested Changes to Draft Procedural Code Amendments

#	Code Section	Staff Proposed Amendment	Planning Commission Suggested Change
1.	20.05.030(1)	<p>(1) Prior to filing a permit application for a Type 1 decision, the applicant shall contact the department to schedule a preapplication conference that shall be held prior to filing the application if:</p> <p style="padding-left: 40px;">(a) the property will have 5,000 square feet or greater of development site or right-of-way improvements;</p> <p style="padding-left: 40px;">(b) the property is in a critical drainage basin; or</p> <p style="padding-left: 40px;">(c) the property has a wetland, steep slope, landslide hazard, or erosion hazard;</p> <p>Exempt from this requirement are <u>Provided, that the provisions of this subsection shall not apply to (a) A single-family residence and its accessory buildings located on a site without environmentally critical areas; (b) or to other structures where all work is in an existing building and no parking is required or added.</u></p>	<p>Clarify to say that single family projects impacting critical areas and/or their buffers must hold a preapplication conference.</p>
2.	20.05.030 / 20.05.035	<p>“The applicant for a subdivision, short subdivision, or conditional use permit shall <u>conduct and attend</u> a neighborhood meeting ...”</p>	<p>Clarify that the “applicant” is the person with signing authority, or the authority to speak and answer questions about the proposed project (i.e. somebody who’s accountable for what they say).</p> <p><i>Staff comment: This suggestion is in regard to the amendments requiring that the applicant, who may be an LLC, attend the preapplication conference and neighborhood meeting.</i></p>
3.	20.02.030(2)	<p>“Nothing in this section shall be interpreted to require more than one preapplication conference ...”</p>	<p>Clarify that a second meeting may be required if an applicant doesn’t meet the 180-day deadline to submit their application following the conference (see 20.02.030(3)).</p>



Meeting Date: July 5, 2016

Date Submitted: 6/29/2016

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

Subject: An Ordinance to amend the SMC, Chapter 14A.15, 14A.20, 14A.25 and 21A.105 related to assessment, collection and deferral of impact fees

Action Required: First Ordinance Reading

Exhibits:
 1 – Ordinance with attachments
 2 – Redline version of impact fee amendments

Budget: N/A

Summary Statement: An Ordinance adopting a new Code chapter implementing an impact fee deferral program for residential construction consistent with and pursuant to recent changes in State law. These amendments were presented to the City Council Finance Committee on June 2, 2016.

Background: Sammamish was the first to adopt an ordinance allowing deferral of impact fees. In response to economic downturn, the Council adopted Ordinance O2009-263 in July 2009 that revised the Street and Parks impact fee code provisions to allow deferred payment of impact fees to the point of sale. The deferral provisions extended until December 31, 2014 and were not renewed due to lack of utilization. However, deferral of impact fees for Parks is currently allowed under SMC 14A.20.020(12).

The Washington State Legislature recently amended RCW 82.02.050 requiring that all counties, cities, and towns provide a mechanism for which impact fees for residential construction may be deferred to either final inspection; issuance of the Certificate of Occupancy or equivalent certification; or the closing of the first sale of the property. This RCW is effective as of September 1, 2016. Under the current Code, the timing of impact fee assessments and payments varies based on the type of development and type of fee. However, this flexibility is no longer needed in light of the new deferral option being adopted pursuant to State law.

The attached Ordinance adopts a new Chapter 14A.25 which governs the impact fee deferral provisions for all impact fees assessed under the City Code. The Ordinance also includes housekeeping revisions to the respective impact fee chapters (14A.15, 14A.20, and 21A.105) needed to make the Code consistent with the implementation of the new deferral program and also to streamline the timing of the assessment and collection of all impact fees so that payment obligations are clear and consistent.

Financial Impact: N/A

Recommended Motion: N/A

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016-xxx

AN ORDINANCE OF THE CITY OF SAMMAMISH, RELATING TO THE DEFERRAL OF IMPACT FEES; ADDING A NEW SAMMAMISH MUNICIPAL CODE CHAPTER 14A.25 ENTITLED IMPACT FEE DEFERRAL; AMENDING SECTIONS 14A.15.020 AND 14A.20.020 AND CHAPTER 21A.105 OF THE SAMMAMISH MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Sammamish (“City”) is authorized by Chapter 82.02 RCW to require new growth and development within the City to pay a proportionate share of the cost of new facilities to serve such new growth and development through the assessment of impact fees; and

WHEREAS, pursuant to such authority and the police powers of the City, the City has enacted Chapters 14A.15, 14A.20 and 21A.105 of the Sammamish Municipal Code (“SMC”) establishing such impact fees; and

WHEREAS, the current impact fee provisions provide flexibility for developers by staggering some payments for various impact fees, which creates an administrative burden on City staff; and

WHEREAS, as the State recently amended RCW 82.02.050 requiring that all counties, cities, and towns provide a mechanism for which impact fees for single-family detached and single-family attached residential construction may be deferred to either final inspection, issuance of a certificate of occupancy or equivalent certification, or the closing of the first sale of the property; and

WHEREAS, the City desires to encourage new growth and development in the City, to ease the financial burden on individual homebuilders, and to promote economic recovery in the construction industry, and finds that adopting an impact fee deferral mechanism provides the needed flexibility on the timing of impact fee payments and is in the public interest, and eliminates the need for staggered payment as currently allowed under the City Code; and

WHEREAS, City staff has proposed the addition of a new Chapter 14A.25 SMC establishing an impact fee deferral mechanism and has also proposed amendments to Chapters 14A.15, 14A.20 and 21A.105 SMC to streamline the timing of both the assessment and collection of impact fees (“the Proposed Amendments”); and

WHEREAS, the ordinance amendments are procedural in nature, and are therefore categorically exempt from State Environmental Policy Act (SEPA) review pursuant to WAC 197-11-800(19);

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

Section 1. Chapter 14A.25, Impact Fee Deferral, Added: A new Sammamish Municipal Code Chapter 14A.25, entitled Impact Fee Deferral, is hereby adopted to read as set forth in the attached **Attachment A**, which is incorporated herein by this reference.

Section 2. SMC 14A.15.020, Assessment of impact fees, Amended: Sammamish Municipal Code Section 14A.15.020, Assessment of Impact Fees, is hereby amended as set forth in the attached **Attachment B**, which is incorporated herein by this reference.

Section 3. SMC 14A.20.020, Assessment of impact fees, Amended: Sammamish Municipal Code Section 14A.20.020, Assessment of Impact Fees, is hereby amended as set forth in the attached **Attachment C**, which is incorporated herein by this reference.

Section 4. Chapter SMC 21A.105, School Impact Fees, Amended: Sammamish Municipal Code Chapter 21A.105, School Impact Fees, is hereby amended as set forth in the attached **Attachment D**, which is incorporated herein by this reference.

Section 5. Interpretation: The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the Council.

Section 6. Severability: If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 7. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force 5 days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH AT A REGULAR MEETING THEREOF ON THE XX DAY OF JUNE, 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Exhibit 1

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Public Hearing:

First Reading:

Passed by City Council:

Date of Publication:

Effective Date:

**ATTACHMENT A:
New Chapter 14A.25 SMC**

**CHAPTER 14A.25
IMPACT FEE DEFERRAL**

Sections:

14A.25.010	Purpose
14A.25.020	Applicability
14A.25.030	Impact Fee Deferral
14A.25.040	Deferral Term
14A.25.050	Deferred Impact Fee Lien
14A.25.060	Limitation on Deferrals

14A.25.010 Purpose

The purpose of this chapter is to comply with the requirements of RCW 82.02.050, as amended by ESB 5923, Chapter 241, Laws of 2015, to provide an impact fee deferral process for single-family residential construction, in order to promote economic recovery in the construction industry.

14A.25.020 Applicability

(1) The provisions of this chapter shall apply to all impact fees established and adopted by the City pursuant to Chapter 82.02 RCW, including street impact fees assessed under Chapter 14A.15 SMC, impact fees for parks and recreational facilities assessed under Chapter 14A.20 SMC, and school impact fees assessed under Chapter 21A.105 SMC.

(2) Subject to the limitations imposed in SMC 14A.25.060, the provisions of this chapter shall apply to all building permit applications for single-family detached and single-family attached residential construction. For the purposes of this chapter, an "applicant" includes an entity that controls the named applicant, is controlled by the named applicant, or is under common control with the named applicant.

14A.25.030 Impact Fee Deferral

(1) Deferral Request Authorized. Applicants for single-family attached or single-family detached residential building permits may request to defer payment of required impact fees until the sooner of:

- a) final inspection; or

Exhibit 1

b) the closing of the first sale of the property occurring after the issuance of the applicable building permit;.....

which request shall be granted so long as the requirements of this chapter are satisfied.

(2) Method of Request. A request for impact fee deferral shall be declared at the time of preliminary plat application (for platted development) or building permit application (for non-platted development) in writing on a form or forms provided by the City. Any request for impact fee deferral must be accompanied by an administrative fee in an amount equal to one hour at the City's hourly rate for planning as stated in the City's current Fee Schedule.

(3) Calculation of Impact Fees. The amount of impact fees to be deferred under this chapter shall be determined as of the date the request for deferral is submitted.

14A.25.040 Deferral Term

The term of an impact fee deferral granted under this chapter may not exceed eighteen (18) months from the date the building permit is issued ("Deferral Term"). If the condition triggering payment of the deferred impact fees does not occur prior to the expiration of the Deferral Term, then full payment of the impact fees shall be due on the last date of the Deferral Term.

14A.25.050 Deferred Impact Fee Lien

(1) Applicant's Duty to Record Lien. An applicant requesting a deferral under this chapter must grant and record a deferred impact fee lien, in an amount equal to the deferred impact fees as determined under SMC 14A.25.030(C), against the property in favor of the City in accordance with the requirements of RCW 82.02.050(3)(c).

(2) Satisfaction of Lien. Upon receipt of final payment of all deferred impact fees for the property, the City shall execute a release of deferred impact fee lien for the property. The property owner at the time of the release is responsible, at his or her own expense, for recording the lien release.

14A.25.060 Limitation on Deferrals

The deferral entitlements allowed under this chapter shall be limited to the first twenty (20) single-family residential construction building permits per applicant, as identified by contractor registration number or other unique identification number, per year.....

**ATTACHMENT B:
Amended SMC 14A.15.020**

14A.15.020 Assessment of impact fees.

(1) The City shall collect impact fees, based on the rates in SMC 14A.15.110, from any applicant seeking development approval from the City for any development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the development of residential, commercial, retail, and office uses, and includes the expansion of existing uses that creates a demand for additional public facilities, as well as a change in existing use that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW 82.02.050 and/or is a project improvement (as opposed to a system improvement) under RCW 82.02.090:

- (a) Miscellaneous nontraffic generating improvements, including, but not limited to, fences, walls, swimming pools, sheds, and signs;
- (b) Demolition or moving of a structure;
- (c) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less of gross floor area;
- (d) Expansion of a residential structure provided the expansion does not result in the creation of any additional dwelling units as defined in SMC 21A.15.345 through 21A.15.370;
- (e) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. For the terms of this requirement, "replacement" is satisfied by submitting a complete building permit application;
- (f) Replacement of a nonresidential structure with a new nonresidential structure of the same size and use at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure. Replacement of a nonresidential structure with a new nonresidential structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than 100 square feet. For

Exhibit 1

the terms of this requirement, "replacement" is satisfied by submitting a complete building permit application.

(3) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.

(4) For mixed use developments, impact fees shall be imposed for the proportionate share of each land use based on the applicable measurement in the impact fee rates set forth in SMC 14A.15.110.

(5) Applicants seeking a building permit for a change in use shall be required to pay an impact fee if the change in use increases the existing trip generation by the lesser of five percent or 10 peak hour trips.

(6) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the applicant, either:

(a) at the time of final plat (for platted development) or building permit application (for non-platted development); or

(b) at the time of building permit issuance;

which option shall be declared at the time of final plat (for platted development) or building permit application (for non-platted development) in writing on a form or forms provided by the City.

(7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 14A.15.040 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 14A.15.040 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each unit in the development.

(8) Where the impact fees imposed are determined by the square footage of the development, a deposit shall be due from the feepayer pursuant to subsection (6) of this section. Deposit and installment percentages shall be based on an estimate, submitted by the feepayer, of the size and type of structure proposed to be constructed on the property. In the absence of an estimate provided by the feepayer, the department shall calculate percentages based on the maximum allowable density/intensity permissible

Exhibit 1

on the property. If the final square footage of the development is in excess of the initial estimate, any difference in the amount of the impact fee will be due prior to the issuance of a building permit, using the same impact fee rate previously assessed. The feepayer shall pay any such difference plus interest, calculated at the statutory rate. If the final square footage is less than the initial estimate, the department shall give a credit for the difference, plus interest at the statutory rate.

(9) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC 14A.15.030 or 14A.15.040, have been paid, unless a deferral has been granted pursuant to Chapter 14A.25 SMC.

(10) The service area for impact fees shall be a single City-wide service area.

(11) In accordance with RCW 82.02.050, the City shall collect and spend impact fees only for the public facilities defined in this title and RCW 82.02.090 which are addressed by the capital facilities plan element of the City's Comprehensive Plan. The City shall base continued authorization to collect and expend impact fees on revising its Comprehensive Plan in compliance with RCW36.70A.070, and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.

(12) In accordance with RCW 82.02.050, if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(13) Applicants for single-family attached or single-family detached residential construction may request deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25 SMC.

**ATTACHMENT C:
Amended SMC 14A.20.020**

14A.20.020 Assessment of impact fees.

(1) The City shall collect impact fees, based on the rates in SMC 14A.20.110, from any applicant seeking development approval from the City for any residential development within the City, where such development requires the issuance of a building permit. This shall include, but is not limited to, the expansion or change of use of existing uses that creates a demand for additional public facilities.

(2) An impact fee shall not be assessed for the following types of development activity because the activity either does not create additional demand as provided in RCW 82.02.050 and/or is a project improvement (as opposed to a system improvement) under RCW 82.02.090:

(a) Miscellaneous improvements to residential dwelling units that will not create additional park use demand, including, but not limited to, fences, signs, walls, swimming pools, sheds, and residential accessory uses as defined in SMC 21A.15.020;

(b) Demolition or moving of a residential structure;

(c) Expansion or alteration of a residential structure provided the expansion or alteration does not result in the creation of any additional dwelling units as defined in SMC 21A.15.345 through 21A.15.370;

(d) Replacement of a residential structure with a new residential structure at the same site or lot when such replacement occurs within 12 months of the demolition or destruction of the prior structure.

(3) For a change in use of an existing structure or dwelling unit, including any alteration, expansion, replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the original use.

(4) For mixed use developments, impact fees shall be imposed for the proportionate share of each residential land use based on the applicable measurement in the impact fee rates set forth in SMC 14A.20.110.

Exhibit 1

(5) Applicants seeking development approval for a change in use shall be required to pay an impact fee if the change in use increases the number of dwelling units.

(6) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the applicant, either:

(a) at the time of final plat (for platted development) or building permit application (for non-platted development); or

(b) at the time of building permit issuance;

which option shall be declared at the time of final plat (for platted development) or building permit application (for non-platted development) in writing on a form or forms provided by the City. .

(7) Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 14A.20.040 shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 14A.20.040 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued by the City for each residential dwelling unit in the development.

(8) The department shall not issue the required building permit unless and until the impact fees required by this chapter, less any permitted exemptions or credits provided pursuant to SMC 14A.20.030 or 14A.20.040, have been paid, unless a deferral has been granted pursuant to Chapter 14A.25 SMC.

(9) The service area for impact fees shall be a single City-wide service area.

(10) In accordance with RCW 82.02.050, the City shall collect and spend impact fees only for the public facilities defined in this title and RCW 82.02.090 which are addressed by the capital facilities plan element of the City's Comprehensive Plan. The City shall base continued authorization to collect and expend impact fees on revising its Comprehensive Plan in compliance with RCW36.70A.070, and on the capital facilities plan identifying: (a) deficiencies in public facilities serving existing development and the means by which existing deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing public facilities by new development; and (c) additional public facility improvements required to serve new development.

Exhibit 1

(11) In accordance with RCW 82.02.050, if the City's capital facilities plan is complete other than for the inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to address those public facility needs for which the City is responsible.

(12) Applicants for single-family attached or single-family detached residential construction may request deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25 SMC. .

(13) If, prior to February 12, 2016, an applicant submits a copy of a fully executed purchase and sale agreement with an affidavit from the applicant attesting that the agreement was fully executed prior to November 11, 2015, the residential dwelling unit that is the subject of that agreement will be subject to the parks and recreational facilities impact fee in effect on the date of execution of that agreement, as provided in SMC 14A.20.110.

**ATTACHMENT D:
Amended Chapter 21A.105 SMC**

**Chapter 21A.105
SCHOOL IMPACT FEES**

Sections:

- 21A.105.010 Authority.
- 21A.105.020 Purpose.
- 21A.105.030 Impact fee program elements.
- 21A.105.040 Fee calculations.
- 21A.105.050 Fee collection.
- 21A.105.060 Assessment of impact fees.
- 21A.105.070 Adjustments, exceptions, and appeals.
- 21A.105.080 Exemption or reduction for low or moderate income housing.
- 21A.105.090 Impact fee accounts and refunds.
- 21A.105.100 Formula for determining school impact fees.

21A.105.010 Authority.

The provisions of this chapter for the assessment and collection of impact fees are adopted pursuant to Chapter 82.02 RCW.

21A.105.020 Purpose.

The purpose of this chapter is to implement the capital facilities element of the interim comprehensive plan and the Growth Management Act by:

- (1) Ensuring that adequate public school facilities and improvements are available to serve new development;
- (2) Establishing standards whereby new development pays a proportionate share of the cost for public school facilities needed to serve such new development;
- (3) Ensuring that school impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact; and

Exhibit 1

(4) Providing needed funding for growth-related school improvements to meet the future growth needs of the City of Sammamish.

21A.105.030 Impact fee program elements.

(1) Impact fees will be assessed on every new dwelling unit in the district for which a fee schedule has been established.

(2) Impact fees will be imposed on a district-by-district basis, on behalf of any school district that provides to the City a capital facilities plan, the district's standards of service for the various grade spans, estimates of the cost of providing needed facilities and other capital improvements, and the data from the district called for by the formula in SMC 21A.105.040. The actual fee schedule for the district will be adopted by ordinance based on this information and the fee calculation set out for SMC 21A.105.040. Any impact fee imposed shall be reasonably related to the impact caused by the development and shall not exceed a proportionate share of the cost of system improvements that are reasonably related to the development. The impact fee formula shall account in the fee calculation for future revenues the district will receive from the development. The ordinance adopting the fee schedule shall specify under what circumstances the fee may be adjusted in the interests of fairness.

(3) The impact fee shall be based on a capital facilities plan developed by the district and approved by the school board, and adopted by reference by the City of Sammamish as part of the capital facilities element of the interim comprehensive plan for the purpose of establishing the fee program.

21A.105.040 Fee calculations.

(1) The fee for each district shall be calculated based on the formula set out in SMC 21A.105.100.

(2) Separate fees shall be calculated for single-family and multifamily residential units and separate student generation rates must be determined by the district for each type of residential unit. For purposes of this chapter single-family units shall mean single detached dwelling units, and multifamily units shall mean townhouses and apartments.

(3) The fee shall be calculated on a district-by-district basis using the appropriate factors and data to be supplied by the district, as indicated in SMC 21A.105.100. The fee calculations shall be made on a district-wide basis to assure maximum utilization of all school facilities in the district used currently or within the last two years for instructional purposes.

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(4) The formula in SMC 21A.105.100 also provides a credit for the anticipated tax contributions that would be made by the development based on historical levels of voter support for bond issues in the school district.

(5) The formula in SMC 21A.105.100 also provides for a credit for school facilities or sites actually provided by a developer that the school district finds to be acceptable.

21A.105.050 Fee collection.

Fees shall be collected by the department of community development and maintained in a separate account for each school district, pursuant to SMC 21A.105.070. Fees shall be paid to the district pursuant to administrative rules of an interlocal agreement between the City and the district.

21A.105.060 Assessment of impact fees.

(1) In school districts where impact fees have been adopted by City ordinance and except as provided in SMC 21A.105.060, the City shall collect impact fees, based on the schedules set forth in each ordinance establishing the fee to be collected for the district, from any applicant seeking development approval from the City where such development activity requires final plat or PUD approval or the issuance of a residential building permit or a mobile home permit and the fee for the lot or unit has not been previously paid. No approval shall be granted and no permit shall be issued until the required school impact fees set forth in the district's impact fee schedule have been paid, unless a deferral has been granted pursuant to Chapter 14A.25 SMC.

(2) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the applicant, either:

(a) at the time of final plat (for platted development) or building permit application (for non-platted development); or

(b) at the time of building permit issuance;

which option shall be declared at the time of final plat (for platted development) or building permit application (for non-platted development) in writing on a form or forms provided by the City.

(4) For existing lots or lots not covered by subsection (2) of this section, application for single-family and multifamily residential building permits, mobile home permits, and site plan approval for mobile home

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parks, the total amount of the impact fees shall be assessed and collected from the applicant when the building permit is issued, using the impact fee schedules in effect at the time of permit application.

(3) Any application for preliminary plat or PUD approval or multifamily zoning that has been approved subject to conditions requiring the payment of impact fees established pursuant to this chapter shall be required to pay the fee in accordance with the condition of approval.

(4) Applicants for single-family attached or single-family detached residential construction may request deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25 SMC.

21A.105.070 Adjustments, exceptions, and appeals.

(1) The following are excluded from the application of the impact fees:

(a) Any form of housing exclusively for the senior citizen, including nursing homes and retirement centers, so long as these uses are maintained;

(b) Reconstruction, remodeling, or replacement of existing dwelling units that does not result in additional new dwelling units. In the case of replacement of a dwelling, a complete application for a building permit must be submitted within three years after it has been removed or destroyed;

(c) Shelters for temporary placement, relocation facilities, transitional housing facilities, and community residential facilities as defined in SMC 21A.15.220;

(d) Any development activity that is exempt from the payment of an impact fee pursuant to RCW 82.02.100, due to mitigation of the same system improvement under the State Environmental Policy Act;

(e) Any development activity for which school impacts have been mitigated pursuant to a condition of plat or PUD approval to pay fees, dedicate land or construct or improve school facilities, unless the condition of the plat or PUD approval provides otherwise; provided, that the condition of the plat or PUD approval predates the effective date of a school district's fee implementing ordinance;

(f) Any development activity for which school impacts have been mitigated pursuant to a voluntary agreement entered into with a school district to pay fees, dedicate land or construct or improve

Exhibit 1

school facilities, unless the terms of the voluntary agreement provide otherwise; provided, that the agreement predates the effective date of a school district's fee implementing ordinance;

(g) Housing units that fully qualify as housing for persons age 55 and over meeting the requirements of the Federal Housing Amendments Act of 1988, 42 U.S.C. 3607(b)(2)(c) and (b)(3), as subsequently amended, and that have recorded covenants or other legal arrangements precluding school-aged children as residents in those units;

(h) Mobile homes permitted as temporary dwellings pursuant to SMC 21A.70.170; and

(i) Accessory dwelling units as defined in SMC 21A.15.350 and 21A.20.030(B)(6)(a).

(2) Arrangement may be made for later payment with the approval of the school district only if the district determines that it will be unable to use or will not need the payment until a later time; provided, that sufficient security, as defined by the district, is provided to assure payment. Security shall be made to and held by the school district, which will be responsible for tracking and documenting the security interest.

(3) The fee amount established in the schedule shall be reduced by the amount of any payment previously made for the lot or development activity in question, either as a condition of approval or pursuant to a voluntary agreement with a school district entered into after the effective date of a school district's fee implementing ordinance.

(4) After the effective date of a school district's fee implementing ordinance, whenever a development is granted approval subject to a condition that the developer actually provide school sites, school facilities, or improvements to school facilities acceptable to the district, or whenever the developer has agreed, pursuant to the terms of a voluntary agreement with the school district, to provide land, provide school facilities, or make improvements to existing facilities, the developer shall be entitled to a credit for the value of the land or actual cost of construction against the fee that would be chargeable under the formula provided by this chapter. The land value or cost of construction shall be estimated at the time of approval, but must be documented. If construction costs are estimated, the documentation shall be confirmed after the construction is completed to assure that an accurate credit amount is provided. If the land value or construction costs are less than the calculated fee amount, the difference remaining shall be chargeable as a school impact fee.

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(5) Impact fees may be adjusted by the City, at the City's discretion, if one of the following circumstances exist; provided, that the discount set forth in the fee formula fails to adjust for the error in the calculation or fails to ameliorate for the unfairness of the fee:

(a) The developer demonstrates that an impact fee assessment was incorrectly calculated; or

(b) Unusual circumstances identified by the developer demonstrate that if the standard impact fee amount was applied to the development, it would be unfair or unjust.

(6) A developer may provide studies and data to demonstrate that any particular factor used by the district may not be appropriately applied to the development proposal, but the district's data shall be presumed valid unless clearly demonstrated to be otherwise by the proponent.

(7) Any appeal of the decision of the director or the hearing examiner with regard to imposition of an impact for or fee amounts shall follow the appeal process for the underlying permit and not be subject to a separate appeal process. Where no other administrative appeal process is available, an appeal may be taken to the hearing examiner using the appeal procedures for variances. Any errors in the formula identified as a result of an appeal should be referred to the City council for possible modification.

(8) Impact fees may be paid under protest in order to obtain a building permit or other approval of development activity, when an appeal is filed.

21A.105.080 Exemption or reduction for low or moderate income housing.

(1) Low- or moderate-income housing projects being developed by public housing agencies or private nonprofit housing developers shall be exempt from the payment of school impact fees. The amount of the school impact fees not collected from low- or moderate-income household development shall be paid from public funds other than impact fee accounts. The impact fees for these units shall be considered paid for by the district through its other funding sources, without the district actually transferring funds from its other funding sources into the impact fee account. The department of community development shall review proposed developments of low- or moderate-income housing by such public or nonprofit developers pursuant to criteria and procedures adopted by administrative rule, and shall determine whether the project qualifies for the exemption.

(2) Private developers who dedicate residential units for occupancy by low- or moderate-income households may apply to the department for reductions in school impact fees pursuant to the criteria established for public housing agencies and private nonprofit housing developers pursuant to subsection

Exhibit 1

(1) of this section, and subject to the provisions of subsection (1) of this section. The department shall review proposed developments of low- or moderate-income housing by such private developers pursuant to criteria and procedures adopted by administrative rule, and shall determine whether the project qualifies for the exemption. If the department recommends the exemption, it shall reduce the calculated school impact fee for the development by an amount that is proportionate to the number of units in the development that satisfy the adopted criteria.

(3) Individual low- or moderate-income home purchasers (as defined pursuant to the King County Comprehensive Housing Affordability Strategy (CHAS)) who are purchasing homes at prices within their eligibility limits based on standard lending criteria and meet other means tests established by rule are exempted from payment of the impact fee; provided, that at such time as the property in question is transferred to another owner who does not qualify for the exemption, at which time the fee shall be due and payable.

(4) The department is hereby instructed and authorized to adopt, pursuant to Chapter 2.55 SMC, administrative rules to implement this section.

(5) As a condition of receiving an exemption under subsections (2) or (3) of this section, the owner must execute and record a City-drafted lien, covenant, and/or other contractual provision against the property for a period of 10 years for individual owners, and 15 years for private developers, guaranteeing that the proposed development will continue to be used for low- or moderate-income housing. In the event that the pattern of development or the use of the development is no longer for low- or moderate-income housing, then the owner shall pay the impact fee amount from which the owner or any prior owner was exempt. The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners. (Ord. O99-29 § 1)

21A.105.090 Impact fee accounts and refunds.

(1) Impact fee receipts shall be earmarked specifically and retained in a special interest-bearing account established by the City solely for the district's school impact fees. All interest shall be retained in the account and expended for the purpose or purposes identified in subsection (2) of this section. Annually, the City shall prepare a report on each impact fee account showing the source and amount of all monies collected, earned or received, and capital or system improvements that were financed in whole or in part by impact fees.

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(2) Impact fees for the district's system improvements shall be expended by the district for capital improvements including but not limited to school planning, land acquisition, site improvements, necessary off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, relocatable facilities, capital equipment pertaining to educational facilities, and any other expenses that could be capitalized and that are consistent with the school district's capital facilities plan.

(3) In the event that bonds or similar debt instruments are issued for the advanced provision of capital facilities for which impact fees may be expended and where consistent with the provisions of the bond covenants, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section.

(4) Impact fees shall be expended or encumbered (i.e., committed as part of the funding for a facility for which the publicly funded share has been assured, or building permits applied for, or construction contracts let) by the district for a permissible use within six years of receipt by the City, unless there exists an extraordinary and compelling reason for fees to be held longer than six years. Such extraordinary or compelling reasons shall be identified to the City by the district. The City must prepare written findings concurring with the district's reasons, and authorizing the later encumbrance or expenditure of the fees prior to the district so encumbering or expending the funds, or directing a refund of the fees.

(5) The current owner of property on which an impact fee has been paid may receive a refund of such fees if the impact fees have not been expended or encumbered within six years of receipt of the funds by the City. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first in, first out basis. The City shall notify potential claimants by first class mail deposited with the United States Postal Service addressed to the owner of the property as shown in the county tax records.

(6) An owner's request for a refund must be submitted to the City council in writing within one year of the date the right to claim the refund arises or the date that notice is given, whichever date is later. Any impact fees that are not expended or encumbered within these time limitations, and for which no application for a refund has been made within this one-year period, shall be retained and expended consistent with the provisions of this section. Refunds of impact fees shall include any interest earned on the impact fees.

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(7) Should the City seek to terminate any or all school impact fee requirements, all unexpended or unencumbered funds, including interest earned, shall be refunded to the current owner of the property for which a school impact fee was paid. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail addressed to the owner of the property as shown in the county tax records. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the City, but must be expended for the district, consistent with the provisions of this section. The notice requirement set forth above shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

(8) A developer may request and shall receive a refund, including interest earned on the impact fees, when:

(a) The developer does not proceed to finalize the development activity as required by statute or City code or the Uniform Building Code; and

(b) No impact on the district has resulted. "Impact" shall be deemed to include cases where the district has expended or encumbered the impact fees in good faith prior to the application for a refund. In the event that the district has expended or encumbered the fees in good faith, no refund shall be forthcoming. However, if within a period of three years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner shall be eligible for a credit. The owner must petition the City and provide receipts of impact fees paid by the owner for a development of the same or substantially similar nature on the same property or some portion thereof. The City shall determine whether to grant a credit, and such determinations may be appealed by following the procedures set forth in SMC 21A.105.070.

(9) Interest due upon the refund of impact fees required by this section shall be calculated according to the average rate received by the City or the district on invested funds throughout the period during which the fees were retained.

21A.105.100 Formula for Determining School Impact Fees.

IF:

Exhibit 1

A = Student factor for dwelling unit type and grade span X site cost per student for sites for facilities in that grade span = Full cost fee for site acquisition cost

B = Student factor for dwelling unit type and grade span X school construction cost per student for facilities in that grade span X ratio of district's square footage of permanent facilities to total square footage of facilities = Full cost fee for school construction

C = Student factor for dwelling unit type and grade span X relocatable facilities cost per student for facilities in that grade span X ratio of district's square footage of relocatable facilities to total square footage of facilities = Full cost fee for facilities construction

D = Student factor for dwelling unit type and grade span "Boeckh index" X SPI square footage per student factor X state match % = State Match Credit, and

A1, B1, C1, D1 = A, B, C, D for elementary grade spans

A2, B2, C2, D2 = A, B, C, D for middle/junior high grade spans

A3, B3, C3, D3 = A, B, C, D for high school grade spans

TC = Tax payment credit = the net present value of the average assessed value in district for unit type X current school district capital property tax levy rate, using a 10-year discount period and current interest rate (based on the Bond Buyer Twenty Bond General Obligation Bond Index)

FC = Facilities credit = the per-dwelling unit value of any site or facilities provided directly by the development

THEN: the unfunded need = UN = A1 + ... + C3 - (D1 - D2 - D2) - TC

AND the developer fee obligation = F = UN/2

AND the net fee obligation = NF = F - FC

Notes:

1. Student factors are to be provided by the school district based on district records of average actual student generation rates for new developments constructed over a period of not more than five years prior to the date of the fee calculation; if such information is not available in the district, data from adjacent

Exhibit 1

districts, districts with similar demographics, or countywide averages must be used. Student factors must be separately determined for single-family and multifamily dwelling units, and for grade spans.

2. The “Boeckh index” is a construction trade index of construction costs for various kinds of buildings; it is adjusted annually.

3. The district is to provide its own site and facilities standards and projected costs to be used in the formula, consistent with the requirements of this chapter.

The formula can be applied by using the following table:

Table for Calculating School Impact Fee Obligations for Residential Dwelling Units (to be separately calculated for single-family and multifamily units)	
Elementary school site cost per student X student factor	=
Middle/junior high school site cost per student X student factor	=
High school site cost per student X student factor	=
A1 + A2 + A3	=
Elementary school construction cost per student X student factor	=
Middle/junior high school construction cost per student X student factor	=
High school construction cost per student X student factor	=
square footage of permanent facilities (B1 + B2 + B3) X _____ total square footage of facilities	=
Elementary school relocatable facility cost per student X student factor	=
Middle/junior high school relocatable facility cost per student X student factor	=
High school relocatable facility cost per student X student factor	=

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square footage of permanent facilities $(C1 + C2 + C3) \times$ _____ total square footage of facilities	=
Boeckh index X SPI square footage per student for elementary school X state match % X student factor	=
Boeckh index X SPI square footage per student for middle/junior high school X state match % X student factor	=
Boeckh index X SPI square footage per student for high school X state match % X student factor	=
D1 + D2 + D3	=
$\frac{((1 + I)^{10}) - 1}{i(1 + i)^{10}}$ X average assessed value for the dwelling unit type in the school district	
X current school district capital property tax levy rate where I = the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index	

Value of site or facilities provided by the development

Number of dwelling units in development

1 Unfunded Need = A + B + C - D - TC =

_____ A

+ _____ B

+ _____ C

Subtotal

- _____ D

- _____ TC

Exhibit 1

L UNFUNDED NEED UN = _____ divided by 2 = _____ = DEVELOPER FEE

OBLIGATION

- _____ Less FC (if applicable)

_____ NET FEE OBLIGATION

Exhibit 2

1 **IMPACT FEE DEFERRALS (SUMMARY OF CODE AMENDMENTS):**

2

3 Sammamish Municipal Code (SMC)

4 • 14A.25 Impact Fee Deferral. *(New chapter added with deferral option for all impact*
5 *fees)*

6

7 • 14A.15.020 Assessment of impact fees. *(Revises timing of street impact fee assessment and*
8 *payment)*

9

10 • 14A.20.020 Assessment of impact fees. *(Clarifies timing of parks impact fee assessment and*
11 *payment)*

12

13 • 21A.105 School Impact Fees. *(Revises timing of school impact fee assessment and*
14 *payment, along with housekeeping revisions for proper codification)*

15

16

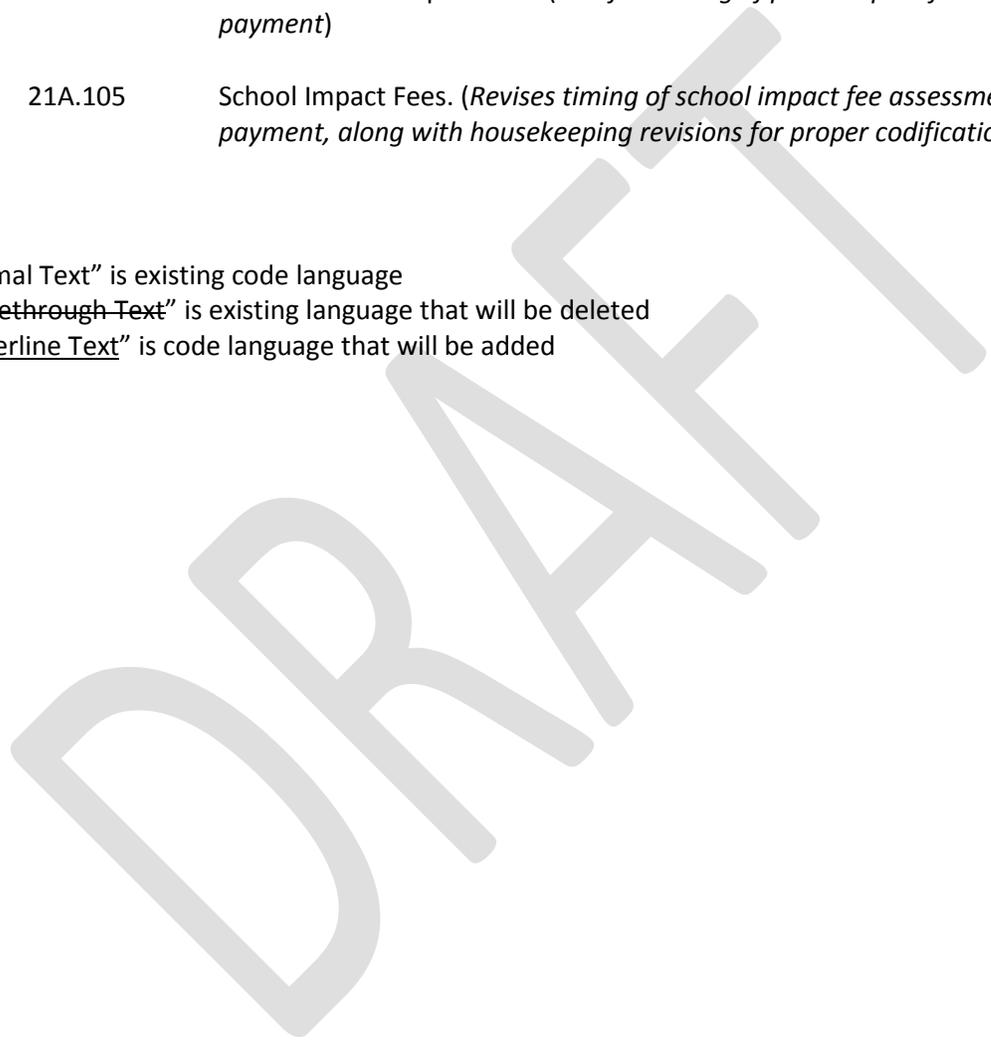
17

18 "Normal Text" is existing code language

19 "~~Strikethrough Text~~" is existing language that will be deleted

20 "Underline Text" is code language that will be added

21



CHAPTER 14A.25
IMPACT FEE DEFERRAL

Sections:

- 14A.25.010 Purpose
 - 14A.25.020 Applicability
 - 14A.25.030 Impact Fee Deferral
 - 14A.25.040 Deferral Term
 - 14A.25.050 Deferred Impact Fee Lien
 - 14A.25.060 Limitation on Deferrals
-

14A.25.010 Purpose

The purpose of this chapter is to comply with the requirements of RCW 82.02.050, as amended by ESB 5923, Chapter 241, Laws of 2015, to provide an impact fee deferral process for single-family residential construction, in order to promote economic recovery in the construction industry.

14A.25.020 Applicability

(1) The provisions of this chapter shall apply to all impact fees established and adopted by the City pursuant to Chapter 82.02 RCW, including street impact fees assessed under Chapter 14A.15 SMC, impact fees for parks and recreational facilities assessed under Chapter 14A.20 SMC, and school impact fees assessed under Chapter 21A.105 SMC.

(2) Subject to the limitations imposed in SMC 14A.25.060, the provisions of this chapter shall apply to all building permit applications for single-family detached and single-family attached residential construction. For the purposes of this chapter, an "applicant" includes an entity that controls the named applicant, is controlled by the named applicant, or is under common control with the named applicant.

14A.25.030 Impact Fee Deferral

(1) Deferral Request Authorized. Applicants for single-family attached or single-family detached residential building permits may request to defer payment of required impact fees until the sooner of a) final inspection; or b) the closing of the first sale of the property occurring after the issuance of the applicable building permit, which request shall be granted so long as the requirements of this chapter are satisfied.

(2) Method of Request. A request for impact fee deferral shall be declared at the time of preliminary plat application (for platted development) or building permit application (for non-platted development) in writing on a form or forms provided by the City. Any request for impact fee deferral must be accompanied by an

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1 administrative fee in an amount equal to one hour at the City's hourly rate for planning as stated in the City's
2 current Fee Schedule.

3 (3) Calculation of Impact Fees. The amount of impact fees to be deferred under this chapter shall be
4 determined as of the date the request for deferral is submitted.

5 **14A.25.040 Deferral Term**

6 The term of an impact fee deferral granted under this chapter may not exceed eighteen (18) months from the
7 date the building permit is issued ("Deferral Term"). If the condition triggering payment of the deferred impact
8 fees does not occur prior to the expiration of the Deferral Term, then full payment of the impact fees shall be
9 due on the last date of the Deferral Term.

10 **14A.25.050 Deferred Impact Fee Lien**

11 (1) Applicant's Duty to Record Lien. An applicant requesting a deferral under this chapter must grant and
12 record a deferred impact fee lien, in an amount equal to the deferred impact fees as determined under SMC
13 14A.25.030(C), against the property in favor of the City in accordance with the requirements of RCW
14 82.02.050(3)(c).

15 (2) Satisfaction of Lien. Upon receipt of final payment of all deferred impact fees for the property, the City shall
16 execute a release of deferred impact fee lien for the property. The property owner at the time of the release is
17 responsible, at his or her own expense, for recording the lien release.

18 **14A.25.060 Limitation on Deferrals**

19 The deferral entitlements allowed under this chapter shall be limited to the first twenty (20) single-family
20 residential construction building permits per applicant, as identified by contractor registration number or other
21 unique identification number, per year.

22

1 **14A.15.020 Assessment of impact fees.**

2 (1) The City shall collect impact fees, based on the rates in SMC [14A.15.110](#), from any applicant seeking
3 development approval from the City for any development within the City, where such development requires the
4 issuance of a building permit. This shall include, but is not limited to, the development of residential,
5 commercial, retail, and office uses, and includes the expansion of existing uses that creates a demand for
6 additional public facilities, as well as a change in existing use that creates a demand for additional public
7 facilities.

8 (2) An impact fee shall not be assessed for the following types of development activity because the activity
9 either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as
10 opposed to a system improvement) under RCW [82.02.090](#):

11 (a) Miscellaneous nontraffic generating improvements, including, but not limited to, fences, walls,
12 swimming pools, sheds, and signs;

13 (b) Demolition or moving of a structure;

14 (c) Expansion of an existing nonresidential structure that results in the addition of 100 square feet or less
15 of gross floor area;

16 (d) Expansion of a residential structure provided the expansion does not result in the creation of any
17 additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);

18 (e) Replacement of a residential structure with a new residential structure at the same site or lot when
19 such replacement occurs within 12 months of the demolition or destruction of the prior structure. For the
20 terms of this requirement, "replacement" is satisfied by submitting a complete building permit application;

21 (f) Replacement of a nonresidential structure with a new nonresidential structure of the same size and
22 use at the same site or lot when such replacement occurs within 12 months of the demolition or
23 destruction of the prior structure. Replacement of a nonresidential structure with a new nonresidential
24 structure of the same size shall be interpreted to include any structure for which the gross square
25 footage of the building will not be increased by more than 100 square feet. For the terms of this
26 requirement, "replacement" is satisfied by submitting a complete building permit application.

27 (3) For a change in use of an existing building or dwelling unit, including any alteration, expansion, replacement
28 or new accessory building, the impact fee for the new use shall be reduced by an amount equal to the current

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1 impact fee rate for the prior use; provided, that the applicant has previously paid the required impact fee for the
2 original use.

3 (4) For mixed use developments, impact fees shall be imposed for the proportionate share of each land use
4 based on the applicable measurement in the impact fee rates set forth in SMC [14A.15.110](#).

5 (5) Applicants seeking a building permit for a change in use shall be required to pay an impact fee if the change
6 in use increases the existing trip generation by the lesser of five percent or 10 peak hour trips.

7 (6) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the
8 applicant, either:

9 (a) at the time of final plat (for platted development) or building permit application (for non-platted
10 development); or

11 (b) at the time of building permit issuance;

12 which option shall be declared at the time of final plat (for platted development) or building permit application
13 (for non-platted development) in writing on a form or forms provided by the City. Impact fees shall be assessed
14 according to the following schedule in an amount equal to the percentages listed below of the amount of impact
15 fees, using the impact fee rates in effect at the time the deposit is made. However, the total amount of impact
16 fees paid shall be subject to the following:

17 (a) Upon issuance of a certificate of concurrency, a deposit of 10 percent of impact fees shall be made. At the
18 time of preliminary plat or short plat approval the deposit amount shall equal 20 percent of the impact fee rates
19 in effect at that time.

20 (b) The balance of the impact fee shall be paid in accordance with the following schedule:

21 (i) At the time a final plat or short plat, site development permit, conditional use permit, or building permit is
22 approved, a final payment shall be made equal to 100 percent of the impact fee rates in effect at that time, less
23 a credit for the deposit paid pursuant to subsection (6)(a) of this section.

24 (ii) Alternatively, a deposit amount equal to 30 percent of the impact fee rates in effect at that time of final plat
25 or short plat approval shall be made, and at building permit issuance a final payment shall be made equal to
26 100 percent of the impact fee rates in effect at the time of final plat approval, short plat approval, site
27 development permit, or conditional use permit, less a credit for any deposits paid for all those building permits
28 issued within two years of such approval. If all building permits are not issued within two years or 100 percent

Exhibit 2

1 ~~payment is not otherwise made, all remaining building permits shall be assessed impact fees based on the~~
2 ~~current rate in effect at the time of building permit issuance less a credit for any deposits paid.~~

3 ~~The City council may waive payment of deposits for planned actions and require instead that the planned~~
4 ~~action shall pay the impact fees that are in effect at the time each building permit is issued.~~

5 (7) Applicants that have been awarded credits prior to the submittal of the complete building permit application
6 pursuant to SMC [14A.15.040](#) shall submit, along with the complete building permit application, a copy of the
7 letter or certificate prepared by the director pursuant to SMC [14A.15.040](#) setting forth the dollar amount of the
8 credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from
9 the feepayer at the time the building permit is issued by the City for each unit in the development.

10 (8) Where the impact fees imposed are determined by the square footage of the development, a deposit shall
11 be due from the feepayer pursuant to subsection (6) of this section. ~~The deposit~~ Deposit and installment
12 percentages shall be based on an estimate, submitted by the feepayer, of the size and type of structure
13 proposed to be constructed on the property. In the absence of an estimate provided by the feepayer, the
14 department shall calculate ~~a deposit amount~~ percentages based on the maximum allowable density/intensity
15 permissible on the property. If the final square footage of the development is in excess of the initial estimate,
16 any difference in the amount of the impact fee will be due prior to the issuance of a building permit, using the
17 same impact fee rate previously assessed in effect at that time. The feepayer shall pay any such difference plus
18 interest, calculated at the statutory rate. If the final square footage is less than the initial estimate, the
19 department shall give a credit for the difference, plus interest at the statutory rate.

20 (9) The department shall not issue the required building permit unless and until the impact fees required by this
21 chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.15.030](#) or [14A.15.040](#), have
22 been paid, unless a deferral has been granted pursuant to Chapter 14A.25 SMC.

23 (10) The service area for impact fees shall be a single Citywide service area.

24 (11) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public
25 facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of
26 the City's Comprehensive Plan. The City shall base continued authorization to collect and expend impact fees
27 on revising its Comprehensive Plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan
28 identifying: (a) deficiencies in public facilities serving existing development and the means by which existing
29 deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing

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1 public facilities by new development; and (c) additional public facility improvements required to serve new
2 development.

3 (12) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the
4 inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to
5 address those public facility needs for which the City is responsible.

6 (13) Applicants for single-family attached or single-family detached residential construction may request
7 deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25 SMC. For
8 complete building permit applications received on or prior to December 31, 2014, at the time of issuance of any
9 single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant may
10 elect to record a covenant against title to the property that requires payment of the impact fees due and owing
11 in accordance with subsection (6)(b)(ii) of this section, less any credits awarded, by providing for automatic
12 payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or
13 unit. The awarding of credits shall not alter the applicability of this section.

14

1 **14A.20.020 Assessment of impact fees.**

2 (1) The City shall collect impact fees, based on the rates in SMC [14A.20.110](#), from any applicant seeking
3 development approval from the City for any residential development within the City, where such development
4 requires the issuance of a building permit. This shall include, but is not limited to, the expansion or change of
5 use of existing uses that creates a demand for additional public facilities.

6 (2) An impact fee shall not be assessed for the following types of development activity because the activity
7 either does not create additional demand as provided in RCW [82.02.050](#) and/or is a project improvement (as
8 opposed to a system improvement) under RCW [82.02.090](#):

9 (a) Miscellaneous improvements to residential dwelling units that will not create additional park use
10 demand, including, but not limited to, fences, signs, walls, swimming pools, sheds, and residential
11 accessory uses as defined in SMC [21A.15.020](#);

12 (b) Demolition or moving of a residential structure;

13 (c) Expansion or alteration of a residential structure provided the expansion or alteration does not result
14 in the creation of any additional dwelling units as defined in SMC [21A.15.345](#) through [21A.15.370](#);

15 (d) Replacement of a residential structure with a new residential structure at the same site or lot when
16 such replacement occurs within 12 months of the demolition or destruction of the prior structure.

17 (3) For a change in use of an existing structure or dwelling unit, including any alteration, expansion,
18 replacement or new accessory building, the impact fee for the new use shall be reduced by an amount equal to
19 the current impact fee rate for the prior use; provided, that the applicant has previously paid the required impact
20 fee for the original use.

21 (4) For mixed use developments, impact fees shall be imposed for the proportionate share of each residential
22 land use based on the applicable measurement in the impact fee rates set forth in SMC [14A.20.110](#).

23 (5) Applicants seeking development approval for a change in use shall be required to pay an impact fee if the
24 change in use increases the number of dwelling units.

25 (6) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the
26 applicant, either:

27 (a) at the time of final plat (for platted development) or building permit application (for non-platted
28 development); or

Exhibit 2

1 (b) at the time of building permit issuance;

2 which option shall be declared at the time of final plat (for platted development) or building permit application
3 (for non-platted development) in writing on a form or forms provided by the City. Impact fees shall be assessed
4 and collected at the time the complete application for a building permit is submitted for each unit in the
5 development, or at the issuance of permit, using the impact fee rates then in effect.

6 (7) Applicants that have been awarded credits prior to the submittal of the complete building permit application
7 pursuant to SMC [14A.20.040](#) shall submit, along with the complete building permit application, a copy of the
8 letter or certificate prepared by the director pursuant to SMC [14A.20.040](#) setting forth the dollar amount of the
9 credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from
10 the feepayer at the time the building permit is issued by the City for each residential dwelling unit in the
11 development.

12 (8) The department shall not issue the required building permit unless and until the impact fees required by this
13 chapter, less any permitted exemptions or credits provided pursuant to SMC [14A.20.030](#) or [14A.20.040](#), have
14 been paid, unless a deferral has been granted pursuant to Chapter 14A.25 SMC.

15 (9) The service area for impact fees shall be a single Citywide service area.

16 (10) In accordance with RCW [82.02.050](#), the City shall collect and spend impact fees only for the public
17 facilities defined in this title and RCW [82.02.090](#) which are addressed by the capital facilities plan element of
18 the City's Comprehensive Plan. The City shall base continued authorization to collect and expend impact fees
19 on revising its Comprehensive Plan in compliance with RCW [36.70A.070](#), and on the capital facilities plan
20 identifying: (a) deficiencies in public facilities serving existing development and the means by which existing
21 deficiencies will be eliminated within a reasonable period of time; (b) additional demands placed on existing
22 public facilities by new development; and (c) additional public facility improvements required to serve new
23 development.

24 (11) In accordance with RCW [82.02.050](#), if the City's capital facilities plan is complete other than for the
25 inclusion of those elements which are the responsibility of a special district, the City may impose impact fees to
26 address those public facility needs for which the City is responsible.

27 (12) Applicants for single-family attached or single-family detached residential construction may request
28 deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25 SMC. At
29 the time of issuance of any single-family or multifamily residential building permit for a dwelling unit that is being
30 constructed for resale, the applicant may either (a) pay the impact fees then due and owing or (b) defer

Exhibit 2

1 ~~payment for a period not to exceed 18 months by granting and recording a covenant against title to the property~~
2 ~~that requires payment of the impact fees in the amount then due and owing, less any credits awarded, by~~
3 ~~automatic payment through escrow at the time of closing of sale of the lot or unit. If the deferred impact fees~~
4 ~~are not paid in full within 18 months of the issuance of the building permit, the City may institute foreclosure~~
5 ~~proceedings. The awarding of credits shall not alter the applicability of this section.~~

6 (13) If, prior to February 12, 2016, an applicant submits a copy of a fully executed purchase and sale
7 agreement with an affidavit from the applicant attesting that the agreement was fully executed prior to
8 November 11, 2015, the residential dwelling unit that is the subject of that agreement will be subject to the
9 parks and recreational facilities impact fee in effect on the date of execution of that agreement, as provided in
10 SMC [14A.20.110](#).

11

DRAFT

**Chapter 21A.105
SCHOOL IMPACT FEES**

Sections:

- [21A.105.010](#) Authority.
- [21A.105.020](#) Purpose.
- [21A.105.030](#) Impact fee program elements.
- [21A.105.040](#) Fee calculations.
- [21A.105.050](#) Fee collection.
- [21A.105.060](#) Assessment of impact fees.
- [21A.105.070](#) Adjustments, exceptions, and appeals.
- [21A.105.080](#) Exemption or reduction for low or moderate income housing.
- [21A.105.090](#) Impact fee accounts and refunds.
- [21A.105.100](#) Formula for determining school impact fees.

21A.105.010 Authority.

The provisions of this chapter for the assessment and collection of impact fees are adopted pursuant to Chapter 82.02 RCW.

21A.105.020 Purpose.

The purpose of this chapter is to implement the capital facilities element of the interim comprehensive plan and the Growth Management Act by:

- (1) Ensuring that adequate public school facilities and improvements are available to serve new development;
- (2) Establishing standards whereby new development pays a proportionate share of the cost for public school facilities needed to serve such new development;
- (3) Ensuring that school impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicative fees for the same impact; and
- (4) Providing needed funding for growth-related school improvements to meet the future growth needs of the City of Sammamish.

21A.105.030 Impact fee program elements.

- (1) Impact fees will be assessed on every new dwelling unit in the district for which a fee schedule has been established.

Exhibit 2

1 (2) Impact fees will be imposed on a district-by-district basis, on behalf of any school district that provides to the
2 City a capital facilities plan, the district's standards of service for the various grade spans, estimates of the cost
3 of providing needed facilities and other capital improvements, and the data from the district called for by the
4 formula in SMC [21A.105.040](#). The actual fee schedule for the district will be adopted by ordinance based on
5 this information and the fee calculation set out for SMC [21A.105.040](#). Any impact fee imposed shall be
6 reasonably related to the impact caused by the development and shall not exceed a proportionate share of the
7 cost of system improvements that are reasonably related to the development. The impact fee formula shall
8 account in the fee calculation for future revenues the district will receive from the development. The ordinance
9 adopting the fee schedule shall specify under what circumstances the fee may be adjusted in the interests of
10 fairness.

11 (3) The impact fee shall be based on a capital facilities plan developed by the district and approved by the
12 school board, and adopted by reference by the City of Sammamish as part of the capital facilities element of
13 the interim comprehensive plan for the purpose of establishing the fee program.

14 **21A.105.040 Fee calculations.**

15 (1) The fee for each district shall be calculated based on the formula set out in ~~Exhibit A~~ [SMC 21A.105.100](#).

16 (2) Separate fees shall be calculated for single-family and multifamily residential units and separate student
17 generation rates must be determined by the district for each type of residential unit. For purposes of this
18 chapter single-family units shall mean single detached dwelling units, and multifamily units shall mean
19 townhouses and apartments.

20 (3) The fee shall be calculated on a district-by-district basis using the appropriate factors and data to be
21 supplied by the district, as indicated in ~~Exhibit A~~ [SMC 21A.105.100](#). The fee calculations shall be made on a
22 district-wide basis to assure maximum utilization of all school facilities in the district used currently or within the
23 last two years for instructional purposes.

24 (4) The formula in ~~Exhibit A~~ [SMC 21A.105.100](#) also provides a credit for the anticipated tax contributions that
25 would be made by the development based on historical levels of voter support for bond issues in the school
26 district.

27 (5) The formula in ~~Exhibit A~~ [SMC 21A.105.100](#) also provides for a credit for school facilities or sites actually
28 provided by a developer that the school district finds to be acceptable.

29 **21A.105.050 Fee collection.**

Exhibit 2

1 Fees shall be collected by the department of community development and maintained in a separate account for
2 each school district, pursuant to SMC [21A.105.070](#). Fees shall be paid to the district pursuant to administrative
3 rules of an interlocal agreement between the City and the district.

4 **21A.105.060 Assessment of impact fees.**

5 (1) In school districts where impact fees have been adopted by City ordinance and except as provided in
6 SMC 21A.105.060, the City shall collect impact fees, based on the schedules set forth in each ordinance
7 establishing the fee to be collected for the district, from any applicant seeking development approval from the
8 City where such development activity requires final plat or PUD approval or the issuance of a residential
9 building permit or a mobile home permit and the fee for the lot or unit has not been previously paid. No
10 approval shall be granted and no permit shall be issued until the required school impact fees set forth in the
11 district's impact fee schedule have been paid, unless a deferral has been granted pursuant to Chapter 14A.25
12 SMC.

13 (2) Except as provided in SMC 14A.25.030, impact fees shall be assessed and collected, at the option of the
14 applicant, either:

15 (a) at the time of final plat (for platted development) or building permit application (for non-platted
16 development); or

17 (b) at the time of building permit issuance;

18 which option shall be declared at the time of final plat (for platted development) or building permit
19 application (for non-platted development) in writing on a form or forms provided by the City. For a plat or
20 PUD applied for on or after the effective date of the ordinance adopting the fee for the district in question
21 receiving final approval, 50 percent of the impact fees due on the plat or PUD shall be assessed and collected
22 from the applicant at the time of final approval, using the impact fee schedules in effect when the plat or PUD
23 was approved. The balance of the assessed fee shall be allocated to the dwelling units in the project, and shall
24 be collected when the building permits are issued. Residential developments proposed for short plats shall be
25 governed by subsection (4) of this section.

26 ~~(3) If on the effective date of an ordinance adopting an impact fee for a district, a plat or PUD has already~~
27 ~~received preliminary approval, such plat or PUD shall not be required to pay 50 percent of the impact fees at~~
28 ~~the time of final approval, but the impact fees shall be assessed and collected from the lot owner at the time the~~
29 ~~building permits are issued, using the impact fee schedules in effect at the time of building permit application. If~~
30 ~~on the effective date of a district's ordinance, an applicant has applied for preliminary plat or PUD approval, but~~

Exhibit 2

1 ~~has not yet received such approval, the applicant shall follow the procedures set forth in subsection (2) of this~~
2 ~~section.~~

3 (4) For existing lots or lots not covered by subsection (2) of this section, application for single-family and
4 multifamily residential building permits, mobile home permits, and site plan approval for mobile home parks, the
5 total amount of the impact fees shall be assessed and collected from the applicant when the building permit is
6 issued, using the impact fee schedules in effect at the time of permit application.

7 ~~(5)~~ Any application for preliminary plat or PUD approval or multifamily zoning that has been approved subject
8 to conditions requiring the payment of impact fees established pursuant to this chapter shall be required to pay
9 the fee in accordance with the condition of approval.

10 (4) Applicants for single-family attached or single-family detached residential construction may request
11 deferral of all impact fees due under this chapter in accordance with the provisions of Chapter 14A.25
12 SMC.

13 **21A.105.070 Adjustments, exceptions, and appeals.**

14 (1) The following are excluded from the application of the impact fees:

15 (a) Any form of housing exclusively for the senior citizen, including nursing homes and retirement
16 centers, so long as these uses are maintained;

17 (b) Reconstruction, remodeling, or replacement of existing dwelling units that does not result in
18 additional new dwelling units. In the case of replacement of a dwelling, a complete application for a
19 building permit must be submitted within three years after it has been removed or destroyed;

20 (c) Shelters for temporary placement, relocation facilities, transitional housing facilities, and community
21 residential facilities as defined in SMC [21A.15.220](#);

22 (d) Any development activity that is exempt from the payment of an impact fee pursuant to RCW
23 82.02.100, due to mitigation of the same system improvement under the State Environmental Policy Act;

24 (e) Any development activity for which school impacts have been mitigated pursuant to a condition of
25 plat or PUD approval to pay fees, dedicate land or construct or improve school facilities, unless the
26 condition of the plat or PUD approval provides otherwise; provided, that the condition of the plat or PUD
27 approval predates the effective date of a school district's fee implementing ordinance;

Exhibit 2

1 (f) Any development activity for which school impacts have been mitigated pursuant to a voluntary
2 agreement entered into with a school district to pay fees, dedicate land or construct or improve school
3 facilities, unless the terms of the voluntary agreement provide otherwise; provided, that the agreement
4 predates the effective date of a school district's fee implementing ordinance;

5 (g) Housing units that fully qualify as housing for persons age 55 and over meeting the requirements of
6 the Federal Housing Amendments Act of 1988, 42 U.S.C. 3607(b)(2)(c) and (b)(3), as subsequently
7 amended, and that have recorded covenants or other legal arrangements precluding school-aged
8 children as residents in those units;

9 (h) Mobile homes permitted as temporary dwellings pursuant to SMC [21A.70.170](#); and

10 (i) Accessory dwelling units as defined in SMC [21A.15.350](#) and [21A.20.030](#)(B)(6)(a).

11 (2) Arrangement may be made for later payment with the approval of the school district only if the district
12 determines that it will be unable to use or will not need the payment until a later time; provided, that sufficient
13 security, as defined by the district, is provided to assure payment. Security shall be made to and held by the
14 school district, which will be responsible for tracking and documenting the security interest.

15 (3) The fee amount established in the schedule shall be reduced by the amount of any payment previously
16 made for the lot or development activity in question, either as a condition of approval or pursuant to a voluntary
17 agreement with a school district entered into after the effective date of a school district's fee implementing
18 ordinance.

19 (4) After the effective date of a school district's fee implementing ordinance, whenever a development is
20 granted approval subject to a condition that the developer actually provide school sites, school facilities, or
21 improvements to school facilities acceptable to the district, or whenever the developer has agreed, pursuant to
22 the terms of a voluntary agreement with the school district, to provide land, provide school facilities, or make
23 improvements to existing facilities, the developer shall be entitled to a credit for the value of the land or actual
24 cost of construction against the fee that would be chargeable under the formula provided by this chapter. The
25 land value or cost of construction shall be estimated at the time of approval, but must be documented. If
26 construction costs are estimated, the documentation shall be confirmed after the construction is completed to
27 assure that an accurate credit amount is provided. If the land value or construction costs are less than the
28 calculated fee amount, the difference remaining shall be chargeable as a school impact fee.

Exhibit 2

1 (5) Impact fees may be adjusted by the City, at the City's discretion, if one of the following circumstances exist;
2 provided, that the discount set forth in the fee formula fails to adjust for the error in the calculation or fails to
3 ameliorate for the unfairness of the fee:

4 (a) The developer demonstrates that an impact fee assessment was incorrectly calculated; or

5 (b) Unusual circumstances identified by the developer demonstrate that if the standard impact fee
6 amount was applied to the development, it would be unfair or unjust.

7 (6) A developer may provide studies and data to demonstrate that any particular factor used by the district may
8 not be appropriately applied to the development proposal, but the district's data shall be presumed valid unless
9 clearly demonstrated to be otherwise by the proponent.

10 (7) Any appeal of the decision of the director or the hearing examiner with regard to imposition of an impact for
11 or fee amounts shall follow the appeal process for the underlying permit and not be subject to a separate
12 appeal process. Where no other administrative appeal process is available, an appeal may be taken to the
13 hearing examiner using the appeal procedures for variances. Any errors in the formula identified as a result of
14 an appeal should be referred to the City council for possible modification.

15 (8) Impact fees may be paid under protest in order to obtain a building permit or other approval of development
16 activity, when an appeal is filed.

17 **21A.105.080 Exemption or reduction for low or moderate income housing.**

18 (1) Low- or moderate-income housing projects being developed by public housing agencies or private nonprofit
19 housing developers shall be exempt from the payment of school impact fees. The amount of the school impact
20 fees not collected from low- or moderate-income household development shall be paid from public funds other
21 than impact fee accounts. The impact fees for these units shall be considered paid for by the district through its
22 other funding sources, without the district actually transferring funds from its other funding sources into the
23 impact fee account. The department of community development shall review proposed developments of low- or
24 moderate-income housing by such public or nonprofit developers pursuant to criteria and procedures adopted
25 by administrative rule, and shall determine whether the project qualifies for the exemption.

26 (2) Private developers who dedicate residential units for occupancy by low- or moderate-income households
27 may apply to the department for reductions in school impact fees pursuant to the criteria established for public
28 housing agencies and private nonprofit housing developers pursuant to subsection (1) of this section, and
29 subject to the provisions of subsection (1) of this section. The department shall review proposed developments

1 of low- or moderate-income housing by such private developers pursuant to criteria and procedures adopted by
2 administrative rule, and shall determine whether the project qualifies for the exemption. If the department
3 recommends the exemption, it shall reduce the calculated school impact fee for the development by an amount
4 that is proportionate to the number of units in the development that satisfy the adopted criteria.

5 (3) Individual low- or moderate-income home purchasers (as defined pursuant to the King County
6 Comprehensive Housing Affordability Strategy (CHAS)) who are purchasing homes at prices within their
7 eligibility limits based on standard lending criteria and meet other means tests established by rule are
8 exempted from payment of the impact fee; provided, that at such time as the property in question is transferred
9 to another owner who does not qualify for the exemption, at which time the fee shall be due and payable.

10 (4) The department is hereby instructed and authorized to adopt, pursuant to Chapter [2.55](#) SMC, administrative
11 rules to implement this section.

12 (5) As a condition of receiving an exemption under subsections (2) or (3) of this section, the owner must
13 execute and record a City-drafted lien, covenant, and/or other contractual provision against the property for a
14 period of 10 years for individual owners, and 15 years for private developers, guaranteeing that the proposed
15 development will continue to be used for low- or moderate-income housing. In the event that the pattern of
16 development or the use of the development is no longer for low- or moderate-income housing, then the owner
17 shall pay the impact fee amount from which the owner or any prior owner was exempt. The lien, covenant, or
18 other contractual provision shall run with the land and apply to subsequent owners. (Ord. O99-29 § 1)

19 **21A.105.090 Impact fee accounts and refunds.**

20 (1) Impact fee receipts shall be earmarked specifically and retained in a special interest-bearing account
21 established by the City solely for the district's school impact fees. All interest shall be retained in the account
22 and expended for the purpose or purposes identified in subsection (2) of this section. Annually, the City shall
23 prepare a report on each impact fee account showing the source and amount of all monies collected, earned or
24 received, and capital or system improvements that were financed in whole or in part by impact fees.

25 (2) Impact fees for the district's system improvements shall be expended by the district for capital
26 improvements including but not limited to school planning, land acquisition, site improvements, necessary off-
27 site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses,
28 relocatable facilities, capital equipment pertaining to educational facilities, and any other expenses that could
29 be capitalized and that are consistent with the school district's capital facilities plan.

Exhibit 2

1 (3) In the event that bonds or similar debt instruments are issued for the advanced provision of capital facilities
2 for which impact fees may be expended and where consistent with the provisions of the bond covenants,
3 impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the
4 facilities or improvements provided are consistent with the requirements of this section.

5 (4) Impact fees shall be expended or encumbered (i.e., committed as part of the funding for a facility for which
6 the publicly funded share has been assured, or building permits applied for, or construction contracts let) by the
7 district for a permissible use within six years of receipt by the City, unless there exists an extraordinary and
8 compelling reason for fees to be held longer than six years. Such extraordinary or compelling reasons shall be
9 identified to the City by the district. The City must prepare written findings concurring with the district's reasons,
10 and authorizing the later encumbrance or expenditure of the fees prior to the district so encumbering or
11 expending the funds, or directing a refund of the fees.

12 (5) The current owner of property on which an impact fee has been paid may receive a refund of such fees if
13 the impact fees have not been expended or encumbered within six years of receipt of the funds by the City. In
14 determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a
15 first in, first out basis. The City shall notify potential claimants by first class mail deposited with the United
16 States Postal Service addressed to the owner of the property as shown in the county tax records.

17 (6) An owner's request for a refund must be submitted to the City council in writing within one year of the date
18 the right to claim the refund arises or the date that notice is given, whichever date is later. Any impact fees that
19 are not expended or encumbered within these time limitations, and for which no application for a refund has
20 been made within this one-year period, shall be retained and expended consistent with the provisions of this
21 section. Refunds of impact fees shall include any interest earned on the impact fees.

22 (7) Should the City seek to terminate any or all school impact fee requirements, all unexpended or
23 unencumbered funds, including interest earned, shall be refunded to the current owner of the property for which
24 a school impact fee was paid. Upon the finding that any or all fee requirements are to be terminated, the City
25 shall place notice of such termination and the availability of refunds in a newspaper of general circulation at
26 least two times and shall notify all potential claimants by first class mail addressed to the owner of the property
27 as shown in the county tax records. All funds available for refund shall be retained for a period of one year. At
28 the end of one year, any remaining funds shall be retained by the City, but must be expended for the district,
29 consistent with the provisions of this section. The notice requirement set forth above shall not apply if there are
30 no unexpended or unencumbered balances within the account or accounts being terminated.

31 (8) A developer may request and shall receive a refund, including interest earned on the impact fees, when:

Exhibit 2

1 (a) The developer does not proceed to finalize the development activity as required by statute or City
2 code or the Uniform Building Code; and

3 (b) No impact on the district has resulted. "Impact" shall be deemed to include cases where the district
4 has expended or encumbered the impact fees in good faith prior to the application for a refund. In the
5 event that the district has expended or encumbered the fees in good faith, no refund shall be
6 forthcoming. However, if within a period of three years, the same or subsequent owner of the property
7 proceeds with the same or substantially similar development activity, the owner shall be eligible for a
8 credit. The owner must petition the City and provide receipts of impact fees paid by the owner for a
9 development of the same or substantially similar nature on the same property or some portion thereof.
10 The City shall determine whether to grant a credit, and such determinations may be appealed by
11 following the procedures set forth in SMC [21A.105.070](#).

12 (9) Interest due upon the refund of impact fees required by this section shall be calculated according to the
13 average rate received by the City or the district on invested funds throughout the period during which the fees
14 were retained.

15 **Exhibit A**

16 **21A.105.100 Formula for Determining School Impact Fees.**

17 IF:

18 A = Student factor for dwelling unit type and grade span X site cost per student for sites for facilities in that
19 grade span = Full cost fee for site acquisition cost

20 B = Student factor for dwelling unit type and grade span X school construction cost per student for facilities in
21 that grade span X ratio of district's square footage of permanent facilities to total square footage of facilities
22 = Full cost fee for school construction

23 C = Student factor for dwelling unit type and grade span X relocatable facilities cost per student for facilities in
24 that grade span X ratio of district's square footage of relocatable facilities to total square footage of facilities
25 = Full cost fee for facilities construction

26 D = Student factor for dwelling unit type and grade span "Boeckh index" X SPI square footage per student
27 factor X state match % = State Match Credit, and

28 A1, B1, C1, D1 = A, B, C, D for elementary grade spans

Exhibit 2

1 A2, B2, C2, D2 = A, B, C, D for middle/junior high grade spans

2 A3, B3, C3, D3 = A, B, C, D for high school grade spans

3 TC = Tax payment credit = the net present value of the average assessed value in district for unit type X
 4 current school district capital property tax levy rate, using a 10-year discount period and current interest rate
 5 (based on the Bond Buyer Twenty Bond General Obligation Bond Index)

6 FC = Facilities credit = the per-dwelling unit value of any site or facilities provided directly by the development

7 THEN: the unfunded need = UN = A1 + ... + C3 - (D1- D2 - D2) - TC

8 AND the developer fee obligation = F = UN/2

9 AND the net fee obligation = NF = F - FC

10 Notes:

11 1. Student factors are to be provided by the school district based on district records of average actual student
 12 generation rates for new developments constructed over a period of not more than five years prior to the date
 13 of the fee calculation; if such information is not available in the district, data from adjacent districts, districts with
 14 similar demographics, or countywide averages must be used. Student factors must be separately determined
 15 for single-family and multifamily dwelling units, and for grade spans.

16 2. The "Boeckh index" is a construction trade index of construction costs for various kinds of buildings; it is
 17 adjusted annually.

18 3. The district is to provide its own site and facilities standards and projected costs to be used in the formula,
 19 consistent with the requirements of this chapter.

20 ~~Attachment~~

21 ~~A4-~~The formula can be applied by using the following table:

Table for Calculating School Impact Fee Obligations for Residential Dwelling Units (to be separately calculated for single-family and multifamily units)	
Elementary school site cost per student X student factor	=
Middle/junior high school site cost per student X student factor	=

Exhibit 2

High school site cost per student X student factor	=
A1 + A2 + A3	=
Elementary school construction cost per student X student factor	=
Middle/junior high school construction cost per student X student factor	=
High school construction cost per student X student factor	=
$\frac{\text{square footage of permanent facilities}}{\text{total square footage of facilities}} \times (B1 + B2 + B3)$	=
Elementary school relocatable facility cost per student X student factor	=
Middle/junior high school relocatable facility cost per student X student factor	=
High school relocatable facility cost per student X student factor	=
$\frac{\text{square footage of permanent facilities}}{\text{total square footage of facilities}} \times (C1 + C2 + C3)$	=
Boeckh index X SPI square footage per student for elementary school X state match % X student factor	=
Boeckh index X SPI square footage per student for middle/junior high school X state match % X student factor	=
Boeckh index X SPI square footage per student for high school X state match % X student factor	=
D1 + D2 + D3	=
$\frac{((1 + I)^{10}) - 1}{i(1 + i)^{10}}$ <p>X average assessed value for the dwelling unit type in the school district</p>	
X current school district capital property tax levy rate where I = the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index	

1 Value of site or facilities provided by the development

Exhibit 2

|

1 Number of dwelling units in development

2 1 Unfunded Need = A + B + C - D - TC =

3 _____ A

4 + _____ B

5 + _____ C

6 Subtotal

7 - _____ D

8 - _____ TC

9 L UNFUNDED NEED UN = _____ divided by 2 = _____ = DEVELOPER FEE

10 OBLIGATION

11 - _____ Less FC (if applicable)

12 _____ NET FEE OBLIGATION

