City Council, Special Meeting

AGENDA

6:30 pm – 9:30 pm
February 8, 2011 Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Approval of Agenda

Student Liaison Reports
- Eastlake High School
- Skyline High School

Presentations/Proclamations

- **Tolling Update: SR520**

- **Planning Commission Handoff**
  - **Animal Management**
  - **Zoning Change**
  - **Electric Vehicle Charging Stations Code**

Public Comment
Note: *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***.**

Consent Agenda
- Payroll for period ending January 15, 2011 for pay date January 20, 2011 in the amount of $257,223.32
- Payroll for period ending January 31, 2011 for pay date February 5, 2011 in the amount of $237,506.53

1. Approval: Claims for period ending February 1, 2011 in the amount of $489,848.38 for Check No.28425 through No. 28504
2. Contract: On-Call Environmental Consulting Services/Watershed Company
3. Contract: Recreation Center Furnace Replacement/Control Contractors, Inc.

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.

4. Contract: New maintenance Facility Operations Locker Purchase
5. Contract: Telecommunication Service/Paetec
6. Resolution: Final Acceptance 2010 Pavement Management Local Streets/Lakeside Industries
7. Resolution: A Resolution Of The City Of Sammamish, Washington, Accepting The 2010 Pavement Program - Overlays As Complete
8. Resolution: Accepting The City Of Sammamish East Lake Sammamish Parkway, Phase 1A Project As Complete
9. Resolution: Granting Final Plat Approval To The Plat Of Laurel Hills Division 2 And 3

Public Hearings

Public Hearing Continued from the January 18, 2011 regular meeting

10. Ordinance: Second Reading Repealing The Transfer Of Development Density Credits Regulations And Adopting Transfer Of Development Rights Regulations Codified Into Chapter 80 Of Title 21A Of The Sammamish Municipal Code

Unfinished Business – None

New Business – None

Council Reports

City Manager Report – Joint Meeting Date Options

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

Adjournment

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AGENDA CALENDAR

Feb. 2011			
Tues. 2/1	6:30 pm	Regular Meeting	**Canceled**
Feb 3-5		Council Retreat	
Tu es. 2/8	6:30 pm	Special Meeting	SR520 Tolling Update(Craig Stone) PC Handoff Code Changes • Animal Management • Zoning Change • Electric Vehicle Charging Stations Code Ordinance Second Reading Transfer Of Development Rights Resolution: Final Acceptance ELSP Phase 1A (consent) Resolution: Final Acceptance 2010 Pavement Management – Local Streets/Lakeside Industries (consent) Resolution: Final Acceptance 2010 Pavement Management – Overlay Resolution: Final Plat/Laurel Hills II and III Contract: On-Call Environmental Consulting Services/Watershed Company (consent) Contract: Recreation Center Furnace Replacement/Control Contractors, Inc. (consent) Contract: New Maintenance Facility Operations Locker Purchase (consent) Contract: Telecommunication Service/ Paetec (Phone & Internet) Executive Session: Property Acquisition
Mon. 2/14	6:30 pm	Study Session	
Tues. 2/15	6:30 pm	Regular Meeting/Study Session	Update: Wireless Code Amendments KC Sheriff East County Command Center Emergency Ordinance: Fundraising Signs Contract: Engineering On-Call Services (consent) Contract: Prefabricated Restrooms, Evans Creek Preserve, Biological Mediation Systems, Inc. (consent) Contract: Prefabricated Pedestrian Bridge, Evans Creek Preserve, Contech Construction Products (consent) Contract: Prefabricated Storage Shed, Evans Creek Preserve/Modern Shed . (consent) Contract: Trail Construction, Evans Creek Preserve/Washington Trails Association (consent) Contract: Public Defender Services/Stewart, Beall, et al (consent)
Mon. 2/21	**Closed**	**Holiday**	**President's Day – City Offices Closed**
Mar. 2011			
Tues. 3/1	6:30 pm	Regular	Public Hearing: Third Reading Ordinance Wireless Code Amendments Public Hearing: First Reading Ordinance Animal Management Public Hearing: First Reading Ordinance Zoning Changes Public Hearing: First Reading Ordinance Electric Vehicle Charging Stations Code Contract Award: Consultant Contract 244th Non-Motorized Resolution: Connectivity 32nd Street Barricade Executive Session: Property Acquisition
Tues. 3/8	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan Discussion: Community Center/Aquatic Center

Mon. 3/14	6:30 pm	Joint Study Session/PC	Sustainability Strategy Discussion: Overlay List
Tues. 3/15	6:30 pm	Regular Meeting	Public Hearing: Fourth Reading Ordinance for Wireless Amendments (if necessary) Ordinance: Second Reading Animal Management Ordinance: Second Reading Zoning Changes Ordinance: Second Reading Electric Vehicle Charging Stations Code Ordinance: First Reading/Condemnation Resolution: Process PRO Plan
Tues 3/22	6:30 pm	Special Meeting	SMP Update (Ben to verify with Mayor/Dep. Mayor)
Apr. 2011			
Tues. 4/5	6:30 pm	Regular	Contract: OHWM Ordinance: First Reading/Public Hearing SMP
Tues. 4/12	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 4/18	6:30 pm	Study Session	
Tues. 4/19	6:30 pm	Regular Meeting	Ordinance: Second Reading/SMP Contract Award: Recreation Center/Otak
May 2011			
Tues. 5/3	6:30 pm	Regular	Contract: Pavement Overlay Contract: Consultant/SWM Inglewood & Tamarack Stormwater Analysis
Tues. 5/10	6:30 pm	Study Session	Department Report: Finance/IT/Parks/Public Works
Mon. 5/16	6:30 pm	Study Session	
Tues. 5/17	6:30 pm	Regular Meeting	
Mon. 5/30	**Closed**	**Holiday**	**Memorial Day – City Offices Closed**
Jun. 2011			
Tues. 6/7	6:30 pm	Regular	
Tues. 6/14	6:30 pm	Joint Meeting with Parks Commission	Review: PRO Plan Discussion: Community Center/ Aquatic Center
Mon. 6/20	6:30 pm	Study Session	
Tues. 6/21	6:30 pm	Regular Meeting	
Jul. 2011			
Mon. 7/4	**Closed**	**Holiday**	**Independence Day – City Offices Closed**
Tues. 7/5	6:30 pm	Regular	Community Center (placeholder) Contract: 244th Non-Motorized
Tues. 7/12	6:30 pm	Study Session	
Mon. 7/18	6:30 pm	Study Session	
August 2011			NO MEETINGS
Sept. 2011			
Mon. 9/5		Holiday	Labor Day– City Offices Closed
Tues. 9/6	6:30 pm	Regular	
Tues. 9/13	6:30 pm	Study Session	Department Reports: DCD/Admin/Police/Fire
Mon. 9/19	6:30 pm	Study Session	
Tues. 9/20	6:30 pm	Regular Meeting	

Oct. 2011			
Tues. 10/4	6:30 pm	Regular	
Tues. 10/11	6:30 pm	Study Session	Discussion: SWM update 2012 Department Reports: Finance/IT/Parks/Public Works
Mon. 10/17	6:30 pm	Study Session	
Tues. 10/18	6:30 pm	Regular Meeting	
Nov. 2011			
Tues. 11/1	6:30 pm	Regular	
Tues. 11/08	6:30 pm	Study Session	
Mon. 11/14	6:30 pm	Study Session	
Tues. 11/15	6:30 pm	Regular Meeting	
Dec. 2011			
Tues. 12/6	6:30 pm	Regular	Resolution: Final Acceptance/2011 Pavement Overlay
Tues. 12/13	6:30 pm	Study Session	
Mon. 12/19	6:30 pm	Study Session	
Tues. 12/20	6:30 pm	Regular Meeting	

To Be Scheduled	**To Be Scheduled**	**Parked Items**
Code Compliance Code Amendments *(Feb/March 2011)* Ordinance: Second Reading Puget Sound Energy Franchise Franchise: Cable TV Bid Award: Room 202 Tenant Improvements (Consent)	Final Acceptance: 244th Avenue Improvement Project Final Acceptance: SE 20th Street Non-motorized Improvement Project	Joint Meeting/Issaquah School Dist. Joint Meeting/LWSD Joint Meeting/Issaquah City Council Joint Meeting/Samm PW & S Focus Groups for Community Center

<< January

February 2011

March >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	**1** 6:30 p.m. **City Council Meeting** **Canceled**	**2** 8:30 a.m. **Selected Paintings by Chinese artist: Professor Hongduan Yang** 8:30 a.m. **Art Exhibit** 4:30 p.m. **Public Safety Committee Meeting** 6:30 p.m. **Parks and Recreation Commission Meeting**	**3** **City Council Retreat** 6:30 p.m. **Planning Commission Meeting**	**4** **City Council Retreat**	**5** **City Council Retreat** 1 p.m. **Sammamish Celebrates Chinese Art & Culture**
6	**7** 5:30 p.m. **City Council Council Office Hour**	**8** 6:30 p.m. **City Council Special Meeting**	**9**	**10** 6:30 p.m. **Community Garden Steering Committee Meeting**	**11**	**12**
13	**14** 6:30 p.m. **City Council Study Session**	**15** 6:30 p.m. **City Council Meeting**	**16** 6 p.m. **Sammamish Youth Board Meeting**	**17** 6:30 p.m. **Planning Commission Meeting** **Canceled**	**18**	**19**
20	**21** 8 a.m. **Presidents' Day** **City offices closed**	**22**	**23**	**24**	**25**	**26**
27	**28** 6:30 p.m. **Arts Commission Meeting**	1	2	3	4	5
6	7	8	9	10	11	12

<< February

March 2011

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2	3	**1** 6:30 p.m. **City Council Meeting**	**2** 6:30 p.m. **Parks and Recreation Commission Meeting**	**3** 6:30 p.m. **Planning Commission Meeting**	**4**	**5**
6	**7** 5 p.m. **Council Office Hour**	**8** 6:30 p.m. **City Council Study Session**	**9**	**10** 6:30 p.m. **Community Garden Steering Committee Meeting**	**11**	**12**
13	**14** 6:30 p.m. **City Council Study Session**	**15** 6:30 p.m. **City Council Meeting**	**16** 6 p.m. **Sammamish Youth Board Meeting** 7 p.m. **Naturescaping Seminar** **Canceled**	**17** 6:30 p.m. **Planning Commission Meeting**	**18**	**19**
20	**21** 6:30 p.m. **Arts Commission Meeting**	**22**	**23**	**24**	**25**	**26** 9 a.m. **Volunteer Event**
27	**28**	**29**	**30**	**31**	1	2
3	4	5	6	7	8	9

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: January 31, 2011

Originating Department: Community Development

Clearances:

- [x] City Manager
- [x] Community Development
- [ ] Parks & Recreation
- [ ] Attorney
- [ ] Finance & IT
- [ ] Police
- [ ] Admin Services
- [ ] Fire
- [ ] Public Works

Subject: Code Blocks #3 - amendments to the Sammamish Municipal Code

- Animal Mangement
- Zoning Change
- Electric Vehicle Charging Stations Code

Action Required: Planning Commission Recommendation – No Action Required

Exhibits:

1. Planning Commission Memorandum Zoning Change and Animal Management Regulations
2. Proposed Zoning Change and Animal Management Change Ordinance with Attachments A and B
3. Planning Commission Memorandum Electric Vehicle Charging Stations Code
4. Proposed Electrical Vehicle Charging Stations Code

Budget: N/A

Summary Statement:

The Planning Commission has reviewed and recommended the adoption of several minor code amendments to Title 21A of the Sammamish Municipal Code. In particular, the Planning Commission recommends that the City authorize some "Professional Office" uses in the R-12 and R-18 zones, and recommends that the City Council **not** prohibit roosters within the City. The Planning Commission recommends that the City Council authorize Electrical Vehicle Charging Stations within the City.

Background:

The amendments associated with the "Code Blocks – Round #3" consisted of two proposals: A) to authorize limited Professional Office uses in the R-12 and R-18 zones, and B) to prohibit roosters within the City of Sammamish.

The Planning Commission and staff held a public meeting on December 2, 2010 and a public hearing on December 16, 2010. No public input was received on the proposed Professional Office allowance. The Planning Commission received public input from several private property owners in opposing the proposed prohibition on roosters within the City.

City Council Agenda Bill

On December 16, 2010 the Planning Commission recommended that the City Council adopt the draft Ordinance with Attachments A and B, as amended.

The Planning Commission completed four public meetings on the Electrical Vehicle Charging Station Code (including public hearings and deliberations) on December 2 and 16, 2010 and January 6 and 20, 2011. We received no public testimony or comments.

Financial Impact: N/A

Recommended Motions: Planning Commission recommendation – no action required

Planning Commission

801 – 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.wa.us

To: City Council January 24, 2011

From: Joe Lipinsky, Chair

RE: Recommendation on Code Blocks – Round #3

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the proposed Code Blocks – Round #3 code amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and a public hearing process.

The amendments associated with the "Code Blocks – Round #3" consisted of two proposals: A) to authorize limited Professional Office uses in the R-12 and R-18 zones, and B) to prohibit roosters within the City of Sammamish.

The Planning Commission **recommends that the City Council adopt** the proposed authorization of limited Professional Office uses in the R-12 and R-18 zones.

The Planning Commission **recommends that the City Council does not adopt** the proposed prohibition on roosters within the City of Sammamish, but does recommend that the City Council adopt minor amendments to this chapter for clarification.

The Planning Commission and staff held a public meeting on December 2, 2010 and a public hearing on December 16, 2010. No public input was received on the proposed Professional Office allowance. The Planning Commission received public input from several private property owners in opposing the proposed prohibition on roosters within the City.

The Planning Commission considered a number of aspects of related to allowing the Professional Office use in the R-12 and R-18 zones, including, but not limited to:

1. Geographical location (the Inglewood and Pine Lake Community Centers),
2. Floor area of the use,
3. Hours of operation,
4. The number of professional office uses in a given building, and,
5. The number of professional office uses on a floor.

The Planning Commission considered the possible impacts of roosters on adjacent property owners. Staff indicated that the proposed amendment was in response to previous complaints received by the City, however the Planning Commission ultimately determined that there was not sufficient justification for prohibiting roosters.

Thank you for your consideration of our recommendations. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kgurol@ci.sammamish.wa.us.

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2011 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 21A.20 TO AUTHORIZE PROFESSIONAL OFFICE USES IN THE R-12 AND R-18 ZONES AND AMENDING CHAPTER 21A.65 TO CLARIFY EXISTING STANDARDS GOVERNING ANIMALS IN THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 2009;

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City Council finds it in the interest of the City of Sammamish to correct and clarify regulations; and

WHEREAS, the City Council finds that providing additional limited flexibility in the location of businesses in the City of Sammamish within an identified community center is appropriate; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed regulations was issued on February XX, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on December 8, 2010 and was granted expedited review on January 6, 2011; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities at public meetings and hearings before the Planning Commission and City Council between December 2010 and February of 2011; and

WHEREAS, the Planning Commission held a public meeting on December 2, 2010 and a public hearing on December 16, 2010 and forwarded recommended amendments to the development regulations to the City Council on February 7, 2011; and

WHEREAS, the City Council considered the proposed Transfer of Development Rights at a City Council public hearing on February 21, 2011; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Professional Office use amendments. The Professional Office code amendment as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Adoption of the Animal Regulations – Small Animals amendments. The Animal Regulation code amendment as set forth in Attachment "B" to this ordinance is hereby adopted.

Section 3. Interpretation. The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the Council.

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

Section 5. Effective Date. This ordinance shall 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 XX DAY OF FEBRUARY 2011.

CITY OF SAMMAMISH

_____
Mayor

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

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

SMC 21A.15.910 - Professional Office (*Existing definition, no change)*
SMC 21A.20.060 - Government/Business services Land Uses (*Modified to allow Professional Office use in R-12 & R-18)*

"Plain Text" is existing code language
"~~Strikethrough Text~~" is existing language that will be deleted
"<u>Underline Text</u>" is code language that will be added

21A.15.910 Professional office.

"Professional office" means an office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific, or other academic discipline as opposed to manual skills, and that does not involve outside storage or fabrication, or on-site sale or transfer of commodities, including only the following SIC Major Group and Industry Nos.:

(1) 64 – Insurance agents, brokers and service;
(2) 653 – Real estate agents and directors;
(3) 7291 – Income tax return preparation services;
(4) 81 – Legal services;
(5) 871 – Engineering, architectural and surveying services;
(6) 872 – Accounting, auditing and bookkeeping services; and
(7) 874 – Management and public relations services.

…

21A.20.060 Government/business services land uses.

A. Table of Government/Business Service Land Uses.

KEY
P – Permitted Use
C – Conditional Use
S – Special Use

SIC#	SPECIFIC LAND USE	R-1 – R-8	R-12 – R-18	NB	CB	O
…						
	BUSINESS SERVICES:					
*	Professional office		P28	P	P	P
…						

B. Development Conditions.

…

28. The professional office use and improvements shall be subject to the following limitations:
    a. Only allowed within the Inglewood and Pine Lake Community Centers as designated by the Sammamish Comprehensive Plan,
    b. The total floor area associated with the use shall not exceed 3,000 square feet,
    c. The hours that the business is open to the public shall limited to between 8:00 AM and 6:00 PM,
    d. The number of individual professional office spaces shall not exceed three (3) per building, and,
    e. The individual professional office spaces shall be located on the ground floor of the building in which they are located.

SMC 21A.65.020 Animal regulations – Small animals. (*Modification for clarity)*

"Plain Text" is existing code language
"~~Strikethrough Text~~" is existing language that will be deleted
"<u>Underline Text</u>" is code language that will be added

21A.65.020 Animal regulations – Small animals.

The raising, keeping, breeding, or fee boarding of small animals is subject to Chapter 11.04 KCC as adopted by Chapter 11.05 SMC, Animal Control, and the following requirements:

(1) Small animals that are kept indoors as household pets in aquariums, terrariums, cages or similar containers shall not be limited in number, except as may be provided in KCC Title 11 as adopted by Chapter 11.05 SMC. ~~Other small animals excluding cats kept indoors as household pets shall be limited to five, of which not more than three may be unaltered cats or dogs~~. ~~Cats kept indoors shall not be limited in numbers.~~

(2) Other small animals kept indoors as household pets shall be limited to five, of which not more than three may be unaltered cats or dogs. Other small animals kept outside, including adult cats and dogs, shall be limited to three per household on lots of less than 20,000 square feet, five per household on lots of 20,000 to 35,000 square feet, with an additional two per acre of site area over 35,000 square feet up to a maximum of 20, unless more are allowed as an accessory use pursuant to subsection (5) of this section; provided, that all unaltered animals kept outdoors must be kept on a leash or in a confined area, except as authorized for a hobby kennel or cattery or commercial kennel or cattery pursuant to Chapter 11.04 KCC as adopted by Chapter 11.05 SMC.

(3) Excluding kennels and catteries, the total number of unaltered adult cats and/or dogs per household shall not exceed three.

(4) Animals considered to be household pets shall be treated as other small animals pursuant to subsection (5) of this section when they are kept for commercial breeding, boarding or training.

(5) Small animals and household pets kept as an accessory use outside the dwelling shall be raised, kept or bred only as an accessory use on the premises of the owner, or in a kennel or cattery approved through the conditional use permit process, subject to the following limitations:

(a) Birds shall be kept in an aviary or loft that meets the following standards:

(i) The aviary or loft shall provide one-half square foot for each parakeet, canary or similarly sized bird, one square foot for each pigeon, small parrot or similarly sized bird, and two square feet for each large parrot, macaw or similarly sized bird.

(ii) Aviaries or lofts shall not exceed 2,000 square feet.

(iii) The aviary is set back at least 10 feet from any property line, and 20 feet from any dwelling unit.

(b) Small animals other than birds shall be kept according to the following standards:

(i) The minimum site area shall be one-half acre if more than three small animals are being kept.

(ii) All animals shall be confined within a building, pen, aviary or similar structure.

(iii) Any covered structure used to house or contain such animals shall maintain a distance of not less than 10 feet to any property line, except structures used to house mink and fox shall be a distance of not less than 150 feet.

(iv) Poultry, chicken, squab, and rabbits are limited to a maximum of one animal per one square foot of structure used to house such animals, up to a maximum of 2,000 square feet.

(v) Hamsters~~, nutrias~~ and chinchillas are limited to a maximum of one animal per square foot of structure used to house such animals, up to a maximum of 2,000 square feet.

(vi) Mink and fox are permitted only on sites having a minimum area of five acres.

(vii) Beekeeping is limited as follows:

(A) Beehives are limited to 50 on sites less than five acres;

(B) The number of beehives shall not be limited on sites of five acres or greater;

(C) Colonies shall be maintained in movable-frame hives at all times;

(D) Adequate space shall be provided in each hive to prevent overcrowding and swarming;

(E) Colonies shall be requeened following any swarming or aggressive behavior;

(F) All colonies shall be registered with the King County extension agent prior to April 1st of each year on a state registration form acceptable to the county; and

(G) Abandoned colonies, diseased bees, or bees living in trees, buildings, or any other space except in movable-frame hives shall constitute a public nuisance, and shall be abated as set forth in Chapter 21A.115 SMC, Enforcement.

Planning Commission

801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425.295.0500 • Fax: 425.295.0600 • web: www.ci.sammamish.wa.us

Date: February 3, 2011

To: City Council

From: Joe Lipinski, Chair

RE: Proposed Electric Vehicle Infrastructure code amendments

On behalf of the Planning Commission, I am pleased to forward our recommendations for the Electric Vehicle Infrastructure code. We look forward to discussing these recommendations on February 8, 2011.

The Washington State Legislature adopted legislation (HB 1491) in May 2009 which directed the Washington State Department of Commerce to develop model municipal code for the siting and installation of electric vehicle infrastructure for use by local governments like Sammamish. By July 1, 2011, all jurisdictions within one mile of I-90 or SR 202 must have adopted local codes consistent with the model ordinance.

The model ordinance was completed by the Department of Commerce and Puget Sound Regional Council in August, 2010. The attached proposed code amendments are consistent with the state model ordinance and would amend the SMC to:

- Add definitions for the various aspects of the electric vehicle infrastructure
- Amend the Permitted Uses tables in SMC 21A.20 to make allowances for the installation of charging stations and battery exchange stations as a primary or accessory use
- Allow private and public property owners to decide whether and where they wish to install electric vehicle charging stations.
- Allow property owners to decide limitations are to be placed on use of the stalls, hours of operation of the charging stations, and whether or not to assess fees for charging.

The Planning Commission completed four public meetings (including public hearings and deliberations) on December 2 and 16, 2010 and January 6 and 20, 2011. We received no public testimony or comments. The following are key aspects of our recommendations:

- The Commission did not require that electric vehicle charging stations be installed in any parking lots nor did they feel that they should limit their use to only electric vehicles.
- Given that no jurisdiction has much direct experience, the Planning Commission felt the code should allow property owners discretion to set hours for use and other similar standards.
- Finally, we recommend that Sammamish explore potential incentives to encourage property owners to install electric vehicle charging stations on their property.

Again we look forward to presenting our recommendations and answering your questions. Please let staff know if you need more information or have questions prior to February 8th.

Electric Vehicle Infrastructure draft code elements

20.15.040 Categorical exemptions and threshold determinations.

(1) The City of Sammamish adopts the standards and procedures specified in WAC 197-11-300 through 197-11-390 and 197-11-800 through 197-11-890 for determining categorical exemptions and making threshold determinations subject to the following:

(a) The following exempt threshold levels are hereby established pursuant to WAC 197-11-800(1)(c) for the exemptions in WAC 197-11-800(1)(b):

(i) The construction or location of any residential structures of up to 20 dwelling units;

(ii) The construction of an office, school, commercial, recreational, service, or storage building with up to 12,000 square feet of gross floor area, and with associated parking facilities designed for up to 40 automobiles;

(iii) The construction of a parking lot designed for up to 40 automobiles;

(iv) Any fill or excavation of up to 500 cubic yards throughout the total lifetime of the fill or excavation.

(b) The determination of whether a proposal is categorically exempt shall be made by the department.

(**c) The construction of an individual battery charging station or an individual battery exchange station.**

(2) The mitigated DNS provision of WAC 197-11-350 shall be enforced as follows:

(a) If the department issues a mitigated DNS, conditions requiring compliance with the mitigation measures that were specified in the application and environmental checklist shall be deemed conditions of any decision or recommendation of approval of the action.

(b) If at any time the proposed mitigation measures are withdrawn or substantially changed, the responsible official shall review the threshold determination and, if necessary, may withdraw the mitigated DNS and issue a DS. (Ord. O2009-251 § 1; Ord. O2003-132 § 9)

21A.15. Definitions.

1. **21A.15.009. Accessible Electric Vehicle Charging Station**. An electric vehicle charging station where the battery charging station equipment is located within accessible reach of the barrier free access aisle (minimum 36 inch width) and the electric vehicle.
2. **21A.15.087. Battery Charging Station.** An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed applicable state and federal standards.
3. **21A.15.088. Battery Electric Vehicle (BEV).** Any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicles batteries, and produces zero tailpipe emissions or pollution when stationary or operating (see Electric Vehicles).
4. **21A.15. 089. Battery Exchange Station.** A fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds applicable state and federal standards.
5. **21A.15.183. Charging Levels.** Means the standardized indicators of electrical force or voltage, at which an electric vehicle's battery is recharged. Levels 1, 2, and 3 are the most common EV charging levels, and include the following specifications. A. Level 1 is considered slow charging. B. Level 2 is considered medium charging. C. Level 3 is considered fast or rapid charging.
6. **21A.15.287. Designated Accessible Space.** A WAC 51-50-005 required accessible parking space designated for the exclusive use of parking vehicles with a State Disabled Parking Permit.
7. **21A.15.283. Electric scooters and motorcycles.** Any 2 or 3 wheeled vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero emissions or pollution when stationary or operating.
8. **21A.15.284. Electric Vehicle.** Any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purposes. Electric vehicle includes (but is not limited to): (1) a battery electric vehicle; (2) a plug-in hybrid electric vehicle; (3) a neighborhood electric vehicle; and (4) a medium-speed electric vehicle.
9. **21A.15.285. Electric Vehicle Charging Station.** A public or private parking space located together with battery charging station equipment that has as its purpose the transfer of electric energy (by conductive or inductive means) to a battery or other storage device in an electric vehicle.
10. **21A.15.286. Electric Vehicle Charging Station-Restricted** means an electrical charging station that is 1) Privately owned and restricted access (e.g, single family, assigned parking, etc) or 2) publicly owned and restricted (fleet parking with no access to the public).
11. **21A.15.287. Electric Vehicle Charging Station-Public** means an~~d~~ electrical charging station that is 1)publicly owned and publicly available (e.g., Park and Ride lots, city hall parking other public lots) or privately owned and publicly available (e.g. shopping centers, apartment complexes, parking garages, etc.).
12. **21A.15.288. Electric Vehicle Infrastructure.** Structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, and battery exchange stations.
13. **21A.15.289. Electric Vehicle Parking space.** Any marked parking space (public or private) that identifies the use to be for an electric vehicle.

14. **21A.15.742. Medium Speed Electric Vehicle.** A self-propelled , electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 2 miles per hour , but not more than 35 miles per hour and other wise meets or exceeds the federal regulations set for in 49 C.R.R. Part 571.500.
15. **21A.15~~.795~~ 794. Naturalized species.**"Naturalized species" means non-native species of vegetation that are adaptable to the climatic conditions of the coastal region of the Pacific Northwest.
16. **21A.15.~~796~~ 795. Naturally occurring ponds.** See "Ponds, naturally occurring." (Ord. O2005-193 § 2)
17. **21A15.796. Neighborhood Electric Vehicle.** A self-propelled, electrically powered four wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour and conforms to federal regulations Title 49 C.F.R. Part 571500.
18. **21.15.798. Non Electric Vehicle.** Any motor vehicle that does not meet the definition of "electric vehicle."
19. **21A.15.~~897~~ 896. Plant factor.** Plant factor means a factor when multiplied by reverence evapotranspiration estimates the amount of water used by plants. (Ord 02003-132)
20. **21A.15.897 Plug in hybrid electric vehicle (PHEV).** An electric vehicle that 1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; 2) charges its battery by connecting to the grid or other off –board electric source; 3) may additionally be able to sustain battery charge using an on-board internal- combustion –driven generator; and 4) has the ability to travel short distances powered entirely by electricity.
21. **21A.15.947. Rapid charging Station.** An industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels and that meets or exceeds applicable state and federal standards.

21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

		ZONE	**RESIDENTIAL**				
			Urban Residential		**Neighborhood Business**	**Community Business**	**Office**
SIC#	**SPECIFIC LAND USE**		**R-1 – R-8**	**R-12 – R-18**	**NB**	**CB**	**O**
	DWELLING UNITS, TYPES:						
*	Single detached		P C9	P C9			
*	Townhouse		P10	P	P2	P2	P2

*	Apartment	P3	P	P2	P2	P2
*	Mobile home park	C6	P			
	GROUP RESIDENCES:					
*	Community residential facility-I	C	P	P2	P2	P2
*	Community residential facility-II			P2	P2	P2
*	Dormitory	C4	P			
*	Senior citizen assisted housing		P	P2	P2	P2
	ACCESSORY USES:					
*	Residential accessory uses	P5	P5	P5	P5	P5
*	Home occupation	P	P	P	P	P
*	Home industry	C				
*****	**EV Charging Station 11, 12.**	**P13**	**P13**	**P**	**P**	**P**
*****	**Rapid Charging Station 14**	**P15**	**P15**	**P**	**P**	**P**
7011	Hotel/motel [(1)]				P	P
*	Bed and breakfast guesthouse	P7	P7	P7	P8	
7041	Organization hotel/lodging houses					

B. Development Conditions.

1. Except bed and breakfast guesthouses.

2. Only as part of a mixed use development subject to the conditions of Chapter 21A.30 SMC, except that in the NB zone on properties with a land use designation of commercial outside of center (CO) in the urban areas, stand-alone townhouse developments are permitted subject to the provisions of SMC 21A.25.040, 21A.30.020, 21A.30.040 and 21A.30.140.

3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.

4. Only as an accessory to a school, college/university, or church.

5. a. Accessory dwelling units:

(1) Only one accessory dwelling per primary single detached dwelling unit;

(2) Only in the same building as the primary dwelling unit when the lot is less

than 10,000 square feet in area or when there is more than one primary dwelling on a lot;

(3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;

(a) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;

(b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;

(c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;

(d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;

(4) One additional off-street parking space shall be provided;

(5) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and

(6) An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.

b. One single or twin engine, noncommercial aircraft shall be permitted only on lots that abut, or have a legal access that is not a City right-of-way, to a waterbody or landing field, provided:

(1) No aircraft sales, service, repair, charter, or rental; and

(2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

6. Mobile home parks shall not be permitted in the R-1 zones.

7. Only as an accessory to the permanent residence of the operator, provided:

a. Serving meals to paying guests shall be limited to breakfast; and

b. The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the Uniform Building Code as adopted by the City of Sammamish for R-1 occupancies may accommodate up to 10 persons per night.

8. Only when part of a mixed use development.

9. Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(5) of this section.

10. Only when done in accordance with the low impact development standards in SMC 21A.30.020 and Chapter 21A.85 SMC. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

11. Level 1 and Level 2 charging only.

12. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

13. Allowed only as accessory to a primary permitted use or permitted conditional use.

14. The term “Rapid” is used interchangeably with Level 3 and Fast Charging.

<u>15. Only as a "electric vehicle charging station-restricted".</u>

21A.20.050 General services land uses.

A. Table of General Services Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

		ZONE	**RESIDENTIAL**				
			Urban Residential		**Neighborhood Business**	**Community Business**	**Office**
SIC#	**SPECIFIC LAND USE**		**R-1 – R-8**	**R-12 – R-18**	**NB**	**CB**	**O**
	PERSONAL SERVICES:						
72	General personal service				P	P	P3
7216	Drycleaning plants						
7261	Funeral home/crematory		C4	C4		P	
*	Cemetery, columbarium or mausoleum		P20 C5	P20 C5	P20	P20	P20
*	Daycare I		P6	P	P	P	P7
*	Daycare II		P8 C	P8 C	P	P	P7
074	Veterinary clinic				P9	P9	
753	Automotive repair(1)				P10	P	
754	Automotive service				P10	P	
76	Miscellaneous repair					P	
<u>*</u>	**<u>Battery Exchange Station</u>**				**<u>P10</u>**	**<u>P</u>**	
866	Churches, synagogue, temple		P11 C	P11 C	P	P	P
83	Social services(2)		P11 C12	P11 C12	P12	P	P

*	Stable	P13 C				
*	Kennel or cattery				C	
*	Theater production services				P24	
*	Artist studios	P22	P22	P	P	P23
*	Interim recycling facility	P17	P17	P18	P18	
	HEALTH SERVICES:					
801 – 04	Office/outpatient clinic	P11 C12	P11 C12	P	P	P
805	Nursing and personal care facilities		C		P	
806	Hospital	C12	C12		P	C
807	Medical/dental lab				P	P
808 – 09	Miscellaneous health				P	P
	EDUCATION SERVICES:					
*	Elementary school	P	P			
*	Middle/junior high school	P	P			
*	Secondary or high school		P21			
*	Vocational school	P12 C	P12 C		C	P14
*	Specialized instruction school	P15 C16	P15 C16	P	P	P14
*	School district support facility	P19 C	P19 C	C	P	P

B. Development Conditions.

1. Except SIC Industry No. 7534, Tire retreading, see manufacturing permitted use table.
2. Except SIC Industry Group Nos.:
   a. 835 – Daycare services; and
   b. 836 – Residential care, which is otherwise provided for on the residential permitted

land use table.

3. Limited to SIC Industry Group and Industry Nos.:

a. 723 – Beauty shops;

b. 724 – Barber shops;

c. 725 – Shoe repair shops and shoeshine parlors;

d. 7212 – Garment pressing and agents for laundries and drycleaners;

e. 217 – Carpet and upholstery cleaning.

4. Only as an accessory to a cemetery.

5. Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.

6. Only as an accessory to residential use, provided:

a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates, and have a minimum height of six feet; and

b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones.

7. Permitted as an accessory use, see commercial/industrial accessory, SMC 21A.20.060 (A).

8. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC, or an accessory use to a school, church, park, sport club or public housing administered by a public agency, provided:

a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates and have a minimum height of six feet;

b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

c. Direct access to a developed arterial street shall be required in any residential zone; and

d. Hours of operation may be restricted to assure compatibility with surrounding development.

9. a. No burning of refuse or dead animals is allowed;

b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and

c. The provisions of Chapter 21A.65 SMC relative to animal keeping are met.

10. The repair work, **battery exchange station work,** or service shall only be performed in an enclosed building, and no outdoor storage of materials. SIC Industry No. 7532, Top, body, and upholstery repair shops and paint shops, is not allowed.

11. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC.

12. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.

13. Covered riding arenas are subject to the provisions of Chapter 21A.65 SMC and shall not exceed 20,000 square feet; provided, that stabling areas, whether attached or detached, shall not be counted in this calculation.

14. All instruction must be within an enclosed structure.

15. Only as an accessory to residential use, provided:

a. Students are limited to 12 per one-hour session;

b. All instruction must be within an enclosed structure; and

c. Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.

16. Subject to the following:

a. Structures used for the school and accessory uses shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;

b. On lots over two and one-half acres:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,000 square feet and is located in the same structure as the school; and

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be both compatible with and incidental to the principal use; and

c. On sites over 10 acres, and zoned R-1, and/or R-4:

(1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;

(2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,750 square feet and is located in the same structure as the school;

(3) Other incidental student-supporting uses are allowed, provided such uses are found to be functionally related, subordinate, compatible with and incidental to the principal use;

(4) The use is integrated with allowable agricultural uses on the site;

(5) Advertised special events shall comply with the temporary use requirements of this chapter; and

(6) Existing structures that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their use otherwise complies with the standards set forth in development condition (B)(16)(c) of this section and the requirements of this title.

17. Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.

18. With the exception of drop box facilities for the collection and temporary storage of recyclable materials, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted.

19. Only when adjacent to an existing or proposed school.

20. Limited to columbariums accessory to a church; provided, that required landscaping and parking are not reduced.

21. a. New high schools shall be permitted in urban residential zones subject to the review process set forth in Chapter 21A.100 SMC; and

b. Renovation, expansion, modernization, or reconstruction of a school, or the addition of relocatable facilities, is permitted.

22. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC or as a joint use of an existing public school facility.

23. All studio use must be within an enclosed structure.

24. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public

libraries or churches which conduct religious or educational classes for minors. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

21A.20.060 Government/business services land uses.

A. Table of Government/Business Service Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

		ZONE	**RESIDENTIAL**				
			Urban Residential		**Neighborhood Business**	**Community Business**	**Office**
SIC#	**SPECIFIC LAND USE**		**R-1 – R-8**	**R-12 – R-18**	**NB**	**CB**	**O**
	GOVERNMENT SERVICES:						
*	Public agency or utility yard(25)		C25	C25	P	P	P
*	Satellite public agency or utility yard		P26 C	P26 C	P	P	P
*	Public agency or utility office		P2, P27 C	P2, P27 C	P	P	P
*	Public agency archives		P27	P27			P
921	Court		P27	P27	P3	P3	P
9221	Police facility		P27	P27	P5	P	P
9224	Fire facility		C4	C4	P	P	P
*	Utility facility		P22 C21	P22 C21	P	P	P
*	Commuter parking lot		C P14	C P14	P	P	P
*	Private storm water management facility		P6	P6	P6	P6	P6
*	Vactor waste receiving facility		P13	P13	P23	P23	P23
*	Farmers' market		P26, P27	P26, P27	P	P	P

	BUSINESS SERVICES:					
*	Construction and trade					P7
*	Individual transportation and taxi				P18	P8
421	Trucking and courier service				P9	P10
*	Self-service storage		C11		P	P
473	Freight and cargo service					P
472	Passenger transportation service				P	P
48	Communication offices					P
482	Telegraph and other communications				P	P
*	General business service			P	P	P
*	Professional office			P	P	P
7312	Outdoor advertising service					P12
735	Miscellaneous equipment rental				P12	P12
751	Automotive rental and leasing				P	
752	Automotive parking			P15	P15	P15
*	Off-street required parking lot	P24	P24	P24	P24	P24
7941	Professional sport teams/promoters					P
873	Research, development and testing					P1
	ACCESSORY USES:					
*	Commercial/industrial accessory uses			P16	P16	P
*	Helistop	C17	C17	C17	C17	C17
*****	**EV Charging Station 28,29.**	**P**	**P**	**P**	**P**	**P**
*****	**Rapid Charging Station 29,30**	**P**	**P**	**P**	**P**	**P**

B. Development Conditions.

1. Except SIC Industry No. 8732, Commercial economic, sociological, and educational research, see general business service/office.

2. a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 21A.70 SMC; or

b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.

3. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.

4. a. All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;

b. Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street;

c. No outdoor storage.

5. Limited to “storefront” police offices. Such offices shall not have:

a. Holding cells;

b. Suspect interview rooms (except in the NB zone); or

c. Long-term storage of stolen properties.

6. Private storm water management facilities serving development proposals located on commercial zoned lands shall also be located on commercial lands, unless participating in an approved shared facility drainage plan. Such facilities serving development within an area designated “urban” in the King County comprehensive plan shall only be located in the urban area.

7. No outdoor storage of materials.

8. Limited to office uses.

9. Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.

10. Limited to SIC Industry No. 4215, Courier services, except by air.

11. Accessory to an apartment development of at least 12 units, provided:

a. The gross floor area in self-service storage shall not exceed the total gross floor area of the apartment dwellings on the site;

b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;

c. The use of the facility shall be limited to dead storage of household goods;

d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;

e. No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;

f. No residential occupancy of the storage units;

g. No business activity other than the rental of storage units; and

h. A resident director shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

12. No outdoor storage.

13. Only as an accessory use to a public agency or utility yard, or to a transfer station.

14. Limited to new commuter parking lots designed for 30 or fewer parking spaces or commuter parking lots located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting; provided, that the new or existing lot is adjacent to a designated arterial that has been improved to a standard acceptable to the department of transportation.

15. No tow-in lots for damaged, abandoned or otherwise impounded vehicles.

16. Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.

17. Limited to emergency medical evacuation sites in conjunction with police, fire or health service facilities.

18. Limited to private road ambulance services with no outside storage of vehicles.

19. Limited to two acres or less.

20. a. Utility yards only on sites with utility district offices; or

b. Public agency yards are limited to material storage for road maintenance facilities.

21. Limited to bulk gas storage tanks which pipe to individual residences but excluding liquefied natural gas storage tanks.

22. Excluding bulk gas storage tanks.

23. Vactor waste treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered structures), as well as enclosed buildings.

24. Provided:

a. Off-street required parking for a land use located in the urban area must be located in the urban area;

b. Off-street required parking for a land use located in the rural area must be located in the rural area; and

c. Off-street required parking must be located on a lot which would permit, either outright or through a land use permit approval process, the land use the off-street parking will serve.

25. Prior to issuing the notice of decision, the applicant shall hold a second neighborhood meeting consistent with the provisions of SMC 20.05.035.

26. Accessory to an existing publicly owned and improved site, limited to parks and schools.

27. Accessory to an existing publicly owned and improved site, containing a school, City Hall, or civic center.

28. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.

29. Allowed only as accessory to a primary permitted use or permitted conditional use.

30. The term “Rapid” is used interchangeably with Level 3 and Fast Charging.

(Ord. O2010-279 § 1 (Att. A); Ord. O2005-170 § 1; Ord. O2003-132 § 11)

21A.40.065. Electric Vehicle Parking Stations-Provisions for.

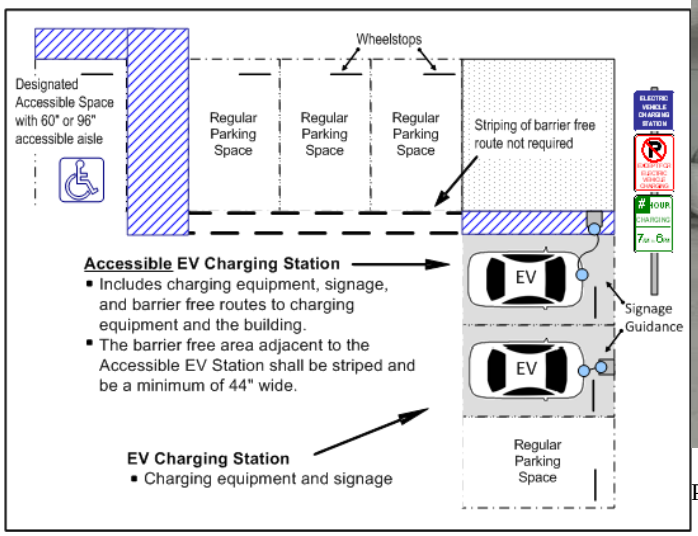
(1) Where electric vehicle charging stations are provided in parking lots or parking garages, accessible electric vehicle charging stations shall be provided as follows:

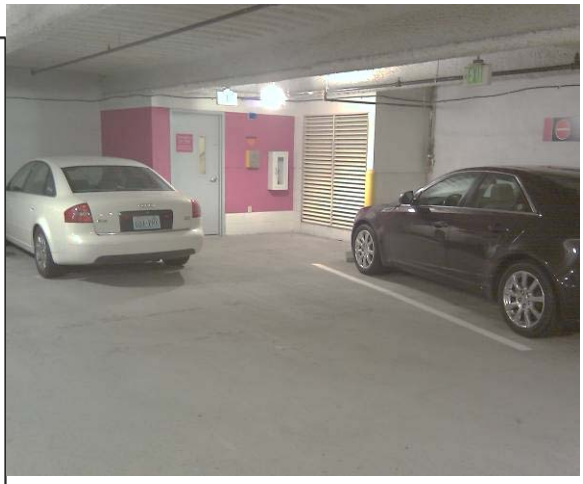
A. Accessible electric vehicle charging stations shall be provided in the ratios shown on the following table.

Number of EV Charging Stations	*Minimum Accessible EV Charging Stations*
1-50	*1*
51-100	*2*
101-150	*3*
151-200	*4*
201-250	*5*
251-300	*6*

B. Accessible electric vehicle charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier-free accessible route of travel. It is not necessary to designate the accessible electric vehicle charging station exclusively for the use of disabled persons. Below are two options for providing for accessible electric vehicle charging stations.

OFF-STREET ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION - OPTION 1

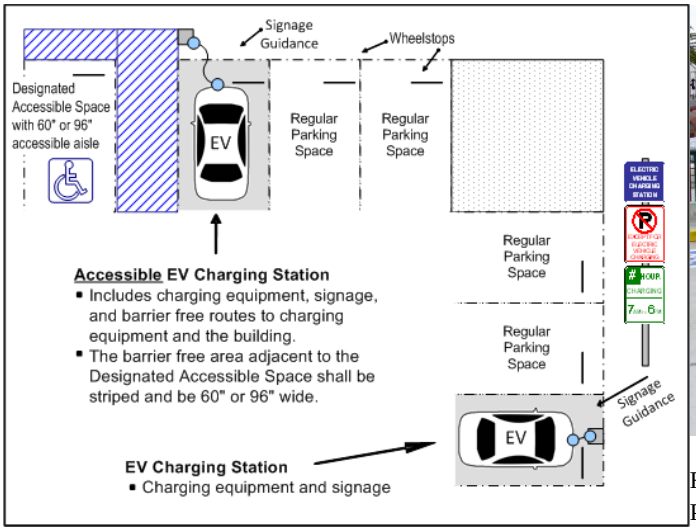




Puget Sound area parking garage.

Photo by ECOtality North America.

OFF-STREET ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION - OPTION 2



Fashion Island Shopping Mall, Newport Beach, CA.
Photo by LightMoves.

21A.40.125. Electric Vehicle Charging Spaces.

For all parking lots or garages the following shall apply.

1. There are no minimum number of charging station spaces required
2. If electric vehicle charging stations are provided a minimum of one (1) accessible electric vehicle charging station should be located adjacent to any required designated accessible parking space.

The electric vehicle charging space does not have to be designated as an accessible parking space.

3. Electric vehicle charging stations may be reserved for parking and charging electric vehicles only. The property owner may set hours and conditions of use on on the spaces and the charging stationsor restrictions as to when electric vehicles may utilize the charging station.
4. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
5. When a sign provides notice that a space is a designated electric vehicle charging station, no person shall park or stand any non-electric vehicle in a designated electric vehicle charging station space. Any non-electric vehicle is subject to fine or removal. The owner of the property may charge a fee for charging any electric vehicle
6. Any electric vehicle parked in any designated electric vehicle charging station space parked beyond the days and hours designated on regulatory signs posted at or near the space, shall be subject to a fine and/or removal. For purposes of this subsection, "charging" means an electric vehicle is parked at an electric vehicle charging station and is connected to the charging station equipment.
7. The owner of the property may charge a fee for charging any electric vehicle.

Signage and public on street parking allowances.

Under SMC 14.01.010. The Director of Public Works may adopt new standards for Electric Vehicle signage and street parking placement administratively. Currently there is no on street parking on the major arterials and therefore those standards are not necessary. Below is the current language in the Sammamish Municipal Code referenced below (bold and italics for emphasis.

14.01.010 Public works standards adopted.

(1) The City hereby adopts by reference the design standards and specifications set forth in the document entitled "City of Sammamish Interim Public Works Standards" dated April 19, 2000, as now or hereafter amended as the development standards for the City, which includes but is not limited to transportation standards and street standards.

(2) ***The Director of Public Works is hereby authorized to administratively amend the standards to better implement the standards or allow for changes in street design and construction technology and methods.***

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: January 28, 2011

RE: Claims for February 1, 2011

$ 46,094.19
376,155.23
39,724.92
27,874.04

Top 5 Expense Items in Packet

King County Finance	$117,769.80	Road Maintenance Contract Oct - Dec 2010
NW Landscape Svc	$39,049.90	ROW Landscaping Dec 2010 - January 2011
US Postal Service	$32,220.00	Postage for City Newsletter for all of 2011
Ceccanti	$31,483.89	Progress Payment - 244th Ave Project
King County Water & Land	$21,560.38	Drainage & Surface Water Collection Oct - Dec 2010

TOTAL $ 489,848.38

Check # 28425 through # 28504

City of Sammamish Washington

MEMORANDUM

TO: Melonie Anderson/City Clerk

FROM: Marlene/Finance Department

DATE: January 28, 2011

RE: Claims for February 1, 2011

46,094.19 +	**$ 46,094.19**
376,155.23 +	**376,155.23**
39,724.92 +	**39,724.92**
27,874.04 +	**27,874.04**
489,848.38 *	

TOTAL $ 489,848.38

Check # 28425 through # 28504

Accounts Payable

Check Register Totals Only

Bill #1

User: mdunham
Printed: 1/20/2011 - 9:38 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28425	01/20/2011	ANI	ANI Administrators NW Inc	1,618.15	0
28426	01/20/2011	CHAP13	Chapter 13 Trustee	1,100.00	0
28427	01/20/2011	ICMA401	ICMA 401	34,721.47	0
28428	01/20/2011	ICMA457	ICMA457	8,654.57	0
			Check Total:	46,094.19	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/27/2011 - 10:59 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28429	02/01/2011	AADAMS	AAdams Tree Serivce	2,184.53	0
28430	02/01/2011	ANM	ANM Electric Inc	295.65	0
28431	02/01/2011	APSINC	APS (Formerly Pac Mail)	629.63	0
28432	02/01/2011	ARTECHE	Emily Arteche	14.70	0
28433	02/01/2011	AT&TMOBI	AT&T Mobility	250.15	0
28434	02/01/2011	AUDIOAM	Eddie Bishop	657.00	0
28435	02/01/2011	AWCMED	AWC Employee BenefitsTrust	2,726.35	0
28436	02/01/2011	BECK	R. W. Beck	6,406.52	0
28437	02/01/2011	BEST	Best Parking Lot Cleaning, Inc	6,408.61	0
28438	02/01/2011	BOFA	Bank Of America	4,107.35	0
28439	02/01/2011	BOLLES	Bolles Construction	1,060.58	0
28440	02/01/2011	BRAVO	Bravo Environmental	4,323.89	0
28441	02/01/2011	CECCANTI	Ceccanti, Inc	31,483.89	0
28442	02/01/2011	CENTRALW	Central Welding Supply	208.66	0
28443	02/01/2011	CHANEY	Rebecca Chaney	913.00	0
28444	02/01/2011	CLYDEHIL	City Of Clyde Hill	883.00	0
28445	02/01/2011	CNR	CNR Inc	229.95	0
28446	02/01/2011	COMCAST2	COMCAST	99.95	0
28447	02/01/2011	COMSOUND	Commerical Sound & Video	7,640.91	0
28448	02/01/2011	DELL	Dell Marketing L.P.	744.56	0
28449	02/01/2011	DUGGINS	Waylen Duggins	50.00	0
28450	02/01/2011	EVANS	David Evans & Associates, Inc	4,084.94	0
28451	02/01/2011	FEDEX	Federal Express Corp	222.72	0
28452	02/01/2011	FRONTCOM	Att: Clifford Manuel Frontier Com N'	8,070.24	0
28453	02/01/2011	FRONTIR2	Frontier	161.58	0
28454	02/01/2011	GRUEBER	James Grueber	190.45	0
28455	02/01/2011	INTEGRA	Integra Telecom	3,250.62	0
28456	02/01/2011	IPS	Integrated Print Solutions, Inc	11,389.94	0
28457	02/01/2011	ISSCITY	City Of Issaquah	4,464.78	0
28458	02/01/2011	KCBLANK	King County	200.00	0
28459	02/01/2011	KCFLEET	King County Fleet Admin	78.45	0
28460	02/01/2011	KENYON2	Kenyon Disend PLLC	14,908.10	0
28461	02/01/2011	KINGFI	King County Finance A/R	117,769.80	0
28462	02/01/2011	KINGWAT	King County Finance Water & Land D	18,922.21	0
28463	02/01/2011	LPD	LPD Engineering PLLC	7,916.00	0
28464	02/01/2011	MATTHEWS	Bruce N. Matthews	1,473.25	0
28465	02/01/2011	MINUTE	Minuteman Press	62.85	0
28466	02/01/2011	NESAM	NE Sammamish Sewer & Water	580.35	0
28467	02/01/2011	NWLSVC	NW Landscape Service	39,049.90	0
28468	02/01/2011	NWWeath	NW Weathernet	302.00	0
28469	02/01/2011	PACSOIL	Pacific Topsoils, Inc	680.95	0
28470	02/01/2011	PARAGON	Paragon Heating	62.50	0
28471	02/01/2011	PELCHAT	Ronald Pelchat	355.00	0
28472	02/01/2011	PLATEAU	Plateau Motors	1,277.94	0
28473	02/01/2011	PSE	Puget Sound Energy	14,208.10	0
28474	02/01/2011	PSFOA	Att: Karen Jester Puget Sound Financ	100.00	0
28475	02/01/2011	QWEST	QWEST	41.25	0
28476	02/01/2011	RH2	RH2 Engineering Inc	79.50	0
28477	02/01/2011	ROBINDAP	Daphne Robinson	32.72	0
28478	02/01/2011	ROTARSAM	Rotary Club of Sammamish	52.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28479	02/01/2011	SCI	SCI Infrastructures, LLC	115.41	0
28480	02/01/2011	SEATIM	Seattle Times	137.47	0
28481	02/01/2011	SKYLINE	Skyline High School	335.00	0
28482	02/01/2011	SMICK	Valerie Smick	173.25	0
28483	02/01/2011	SPRINT	Sprint	50.00	0
28484	02/01/2011	USPOST	U.S. Postal Service	32,220.00	0
28485	02/01/2011	WAEMP	State of Wa Employment Security Dep	12,668.64	0
28486	02/01/2011	WAGEN	Att: Financial Office State of WA Dep	1,068.75	0
28487	02/01/2011	WALLST	Wall Street Journal	643.76	0
28488	02/01/2011	WMTA	Wa Municipal Treasurers' Assoc	60.00	0
28489	02/01/2011	WSAPT	Att: Win Slota Wa Assoc Permit Tech	70.00	0
28490	02/01/2011	YAKIMA	Yakima County Department of Correc	7,305.93	0
			Check Total:	376,155.23	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/27/2011 - 2:34 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28491	02/01/2011	ANI	ANI Administrators NW Inc	170.00	0
28492	02/01/2011	CHICAGO	Chicago Title Insurance Co	492.75	0
28493	02/01/2011	GRAYOS	Gray & Osborne, Inc.	3,981.23	0
28494	02/01/2011	KINGWAT	King County Finance Water & Land D	21,560.38	0
28495	02/01/2011	NC MACH	NC Machinery Co	887.04	0
28496	02/01/2011	NWCASC	Northwest Cascade, Inc.	1,018.44	0
28497	02/01/2011	PSE	Puget Sound Energy	2,722.31	0
28498	02/01/2011	QWEST	QWEST	233.98	0
28499	02/01/2011	SAM	Sammamish Plateau Water Sewer	484.33	0
28500	02/01/2011	SPRAGUE	SPRAGUE	91.98	0
28501	02/01/2011	TLC	Total Landscape Corp	7,270.48	0
28502	02/01/2011	WCMA	Wa City/County Mgmt Assoc	534.00	0
28503	02/01/2011	WRPA	Wa Recreation & Parks Assoc	278.00	0
			Check Total:	39,724.92	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 1/27/2011 - 4:06 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
28504	01/28/2011	US BANK	U. S. Bank Corp Payment System	27,874.04	0
			Check Total:	27,874.04	

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: February 1, 2011

Originating Department: Parks and Recreation

Clearances:

- ☒ City Manager
- ☒ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☒ Parks & Recreation
- ☐ Police
- ☐ Public Works

Subject: On-Call Environmental Consulting Services for Parks Capital Projects

Action Required: Authorize the City Manager to execute a contract with The Watershed Company for on call environmental consulting services for park planning projects.

Exhibits: 1. Contract and Scope of Work

Budget: 2011-12 Budget – Funding is allocated for environmental consulting services in each capital project budget. In addition, $170,000 is allocated in the 2011-12 parks planning professional services budget for support services for non-capital projects.

Summary Statement:

This is a contract with The Watershed Company to provide on-call environmental consulting support services for parks capital projects. Many of the park capital projects are being designed in-house and require environmental consulting services support to complete the project. These services may include critical areas impact assessment, mitigation plans, permitting assistance, shoreline enhancement design, and other related tasks. This is structured as an "on-call contract" as the support tasks vary for each capital project. This is a two-year on-call contract.

Background:

As a cost-savings measure, many park planning projects were brought in-house for design and management. Although the park planning staff members are all licensed landscape architects, a number of project elements require design or analysis beyond the level of expertise of the staff and/or for efficiency reasons would best be performed by a consultant. Work tasks may include critical areas designation and impact analysis, critical areas mitigation planning, shoreline enhancement design, and monitoring. These environmental analysis requirements are a component of most parks capital projects.

This on-call contract provides timely access to consultant services as needed during project design and is more efficient than executing multiple contracts for the same services over the course of the next two planning/design years.

City Council Agenda Bill

Staff from the Parks Department reviewed the Scope of Qualifications (SOQ) for five firms from the eCityGov Shared Procurement Portal roster. Based on work with projects of a similar nature, the experience and qualifications of the staff, familiarity with Sammamish, and confirmation with the consultant regarding project availability, The Watershed Company was selected as the on-call environmental services consultant.

Financial Impact:

The requested authorization amount is not-to-exceed $50,000.00 for a two-year on-call contract. 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.

Much of the work billed to this on-call contract will be a component of a capital project budget (Sammamish Landing, Evans Creek Preserve etc.) Each capital project has funds allocated for environmental consulting services.

In addition, the 2011-12 Park Planning Professional Services budget has a total of $170,000.00 allocated for design support services. Design and planning support for non-capital projects is billed to the professional services budget.

Recommended Motion:

Authorize the City Manager to execute an on-call contract for an amount not-to exceed $50,000.00 with The Watershed Company for environmental consulting services for parks capital projects.

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: The Watershed Company

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and The Watershed Company, 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]

   X According to the rates set forth in Exhibit "D"

   X A sum not to exceed $ 50,000.00

   ___ 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, 2012, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

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.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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

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

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:

The Watershed Company
A. William Way
750 Sixth Street South
Kirkland, WA 98033
Phone: 425-822-5242

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

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

CITY OF SAMMAMISH, WASHINGTON	CONSULTANT
By:_____	By: [signature]
Title: City Manager	Title: President
Date:_____	Date: 1/26/11
Attest/Authenticated:	Approved As To Form:
_____	_____
City Clerk	City Attorney

EXHIBIT A
Scope of Work
Environmental Consulting Services
The Watershed Company

General Scope of Work
The work under this AGREEMENT shall consist of performing services related to Environmental Consulting Services as herein defined and necessary to accomplish individual tasks (Task Orders") issued by the City of Sammamish. The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimated, and other deliverable item(s) requested by the CITY.

The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligations hereunder are limited to the tasks assigned in writing. The CITY may require the CONSULTANT to perform all work on a project, or act as part of a team by performing only a portion of the project work. Task assignments may include, but are not limited to the following types of work:

- Critical Area Impact Assessment
- Critical Area Mitigation
- Restoration Design
- Permitting Assistance (local, state and/or federal)
- Monitoring
- Shoreline Enhancement
- Cost Estimation
- Specification Development
- Construction Oversight
- Expert Witness
- Other related work requested by the CITY

It is anticipated that the task assignments may vary in scope, complexity and location. Specific scopes of work will be developed as individual task assignments are requested.

Authorization of Work
Work requested by the CITY shall be issued in writing. The request by the CITY should include the following information, which may be furnished in coordination with the CONSULTANT:

1. Task Order title (project name)
2. Technical approach to the task (if complex enough to require this)
3. Specific deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All of the above items may be brief, but will be sufficiently detailed to understand the work being authorized and the amount it will cost.

The CITY will review and approve the CONSULTANT'S submittal for any work requested, or at the CITY'S option, negotiate various elements of the work requested prior to authorizing work to begin and issuing a Notice to Proceed. If, after work has begun, the CONSULTANT cannot meet the agreed schedule or cost, the CONSULTANT shall immediately notify the CITY. Authorization of additional time or cost for approved work will be at the sole option of the CITY and will be made in writing. New budgets for any new requests or extensions of previous work will be approved in writing by the CITY prior to beginning new work.

Work may begin when the Notice to Proceed is sent to the CONSULTANT by the CITY, except that emergency actions requiring a 24-hour response can be handled by an oral authorization. Such oral authorization shall be followed up with a written confirmation within 24 hours with the information listed above included.

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

_____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: $_____

Specific Program:_____

_____
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: $
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

*Check #*_____ *Check Date:*_____

EXHIBIT C

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

X Corporation ____ Partnership ____ Government Consultant

____ Individual/Proprietor ____ Other (explain)

TIN No.: 91-1364393

Social Security No.: _____

Print Name: A. William Way

Title: President

Business Name: The Watershed Company

Business Address: 750 6th St. S, Kirkland, WA. 98033

Business Phone: (425) 822-5242

1/26/11
Date

Authorized Signature (Required)

EXHIBIT D

THE WATERSHED COMPANY

Hourly Rates Effective January 2011*

A. William Way, PWS	President	$180
Ed McCarthy, P.E., PhD	Water Resource Engineer	$170
Greg Johnston, EIT, CFP	Senior Fisheries Biologist	$135
Hugh Mortensen, PWS	Senior Ecologist/PWS	$140
Jennifer Creveling, PWS	Senior Wetland/Wildlife Biologist	$140
Amy Summe	Environmental Planner	$140
Dan Nickel	Environmental Engineer	$140
Mark Garff, ASLA, LLA	Senior Landscape Architect	$130
Mark Indrebo, LG	Fluvial Geomorphologist	$130
Matt Stevenson	Planner/Senior GIS Analyst	$130
Nancy Way	Technical Writer	$130
Kenny Booth, AICP, APA	Associate Planner	$120
Suzanne Tomassi	Senior Wildlife Biologist	$120
Courtney Landoll, ASLA, LLA	Landscape Architect	$95
Grace Bergman	GIS Analyst/Designer	$95
Sarah Spilseth	Fisheries Biologist	$95
Mark Daniel	Associate Planner/GIS Specialist	$85
Christi Hallman	Project Administrator	$85
Nell Lund	Ecologist	$90
Ryan Kahlo	Ecologist	$75
John "Mike" Foster	Ecologist	$70
Melissa Firestone	Landscape Designer/Graphic Design	$70
Tracy Durnell	Administrative/Graphic Design	$70

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
PE = Professional Engineer
EIT = Engineer In Training
GIS = Geographic Information System
LG = State of Washington Licensed Geologist
PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
ALSA = American Society of Landscape Architects
LLA = State of Washington Licensed Landscape Architect
AICP = American Institute of Certified Planners
APA = American Planning Association

Direct Costs:

Auto Mileage	Maximum standard rate allowable by IRS
Duplicating	$0.10 /page b/w; $1/page color; $10/ page b/w plot; $30/page color presentation plot
Electrofishing Equipment Rental	$100.00 / day
Trimble Geo XH - GPS Equipment Rental	$170.00 / day
Trimble GEO XT- GPS Equipment Rental	$50.00 / day
Solomat Water Quality Testing Equipment Rental	$50.00 / day
Other Direct Costs At Cost	

*Rates for 2011 only; escalator clause for cost of living may apply in future years

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: February 1, 2011

Originating Department: Parks and Recreation

Clearances:

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [x] Parks & Recreation
- [ ] Police
- [ ] Public Works

Subject: Recreation Center Furnace Replacement

Action Required: Authorize the City Manager to execute a contract with Control Contractors, Inc. to replace the furnace at the Recreation Center.

Exhibits: 1. Contract and scope of work

Budget: Parks Capital Repair and Replacement Program: $400,000 allocated in 2011-12

Summary Statement:

This is a contract with Control Contractors, Inc. to replace the furnace at the Recreation Center (former King County Library building). The furnace failed in early December and is in need of replacement. According to the lease agreement with the Boys and Girls Club, maintenance and repair of the HVAC system is the responsibility of the city.

Control Contractors, Inc. was selected through a competitive bidding process using the eCityGov Shared Procurement Portal. Quotes were solicited from ten firms, with a total of three firms responding. Control Contractors, Inc. was the lowest responsive bidder.

Background:

In mid-December, maintenance staff were alerted to a possible gas leak at the Recreation Center. Puget Sound Energy responded to the facility and discovered that the heat exchanger (the main component of the furnace) was cracked. The furnace was shut off immediately. An auxiliary heating system has been maintaining the building at above-freezing temperatures since that time.

MacDonald Miller (our on-call HVAC contractor) performed a furnace evaluation and determined that the unit needed to be replaced. Incidentally, MacDonald Miller had serviced the furnace when the facility was owned by the King County Library System. According to their records the furnace was installed in 1997. Given the age of the furnace, MacDonald Miller determined that replacing the furnace was the most cost effective solution, instead of attempting a repair.

City Council Agenda Bill

Financial Impact:

The contract amount, $14,056.00 plus W.S.S.T., is within the amount budgeted for parks capital repair and replacement.

The total requested authorization amount is $21,000.00, which includes a contract with Control Contractors, Inc. in the amount of $14,056.00 plus W.S.S.T. The remaining authorized amount (total authorization not-to-exceed $21,000.00) will cover unknown conditions that may be encountered during the replacement. There is a considerable amount of ductwork that has to be removed to replace the furnace. The additional authorized amount is requested to address unanticipated repairs (if needed) related to the ductwork removal.

Recommended Motion:

Authorize the City Manager to approve a contract with Control Contractors, Inc. for $14,056.00 + W.S.S.T. to replace the furnace at the Recreation Center and authorize an additional amount (total authorization not-to-exceed $21,000) to cover unknown conditions that may be encountered during the furnace replacement.

SMALL WORKS ROSTER
PUBLIC WORKS CONTRACT

Between:	City of Sammamish and Control Contractors, Inc.
Project:	Recreation Center Furnace Replacement
Commencing:	January 20, 2011
Terminating:	April 22, 2011
Amount:	$14,056.00 + WSST

THIS AGREEMENT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Control Contractors, Inc. (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for the replacement of the furnace at the Recreation Center; and

WHEREAS, pursuant to the invitation of the City, extended through the City of Sammamish Public Works Small Works Roster, the Contractor did file with the City a proposal containing an offer; and

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

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

1. Scope of Work to be Accomplished. The Contractor shall perform those services described in Exhibit "**A**" of this agreement. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract, unless otherwise specified in the attached plans and specifications. The Contractor shall perform all work in accordance with all applicable laws, rules and regulations including, but not limited to WAC 296-24-960 and WAC 296-45-455.

2. Contract Documents. The contract between the parties includes this contract, along with the project quote, Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, and the Small Works Roster listing, which are hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to as the "Contract Documents."

3. Responsibility/Payment. The City hereby promises and agrees to retain the Contractor to provide the services and materials to do and cause to be done the above described work and to complete and finish the same according to the terms and conditions contained in this contract.

The Contractor shall submit invoices for work performed using the form set forth in Exhibit "**B**". The City agrees to pay the Contractor for the actual work completed as identified in the scope of work.

The Contractor 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 Contractor for services rendered within ten days after City Council approval.

4. Time of Performance/Liquidated Damages. The Contractor agrees to enter into a contract no later than ten (10) working days after Notice of Award and begin work within ten (10) working days after the date of Notice to Proceed. Completion time from the Notice to Proceed will be thirty (30) working days. If the work is not completed within the time specified, the Contractor agrees to pay the City the sum of $250 each and every day the work remains uncompleted after expiration of the specified time, as liquidated damages, due to the difficulty and uncertainty of attempting to calculate related actual damages.

5. Warranties/Guaranty.

5.1 The Contractor warrants to the City that any materials and equipment furnished under this contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

5.2 The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract Documents within a period of one year after its acceptance thereof by the City.

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

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:

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

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

7.3 Worker's Compensation insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. Performance Bond/Statutory Retainage/Prevailing Wages.

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

8.2 Retained Percentage. Pursuant to RCW 60.28.010, the City will hold five percent of the moneys earned by the Contractor pending completion of the work and final acceptance. In lieu of retainage, Contractor may instead post a bond that is subject to the same claims as the retained funds, as further set forth in RCW 60.28.011. The Contractor shall execute the attached "Declaration of Option for Management of Statutory Retained Percentage" for any monies reserved under RCW 60.28.

8.3 Prevailing Wages. Pursuant to RCW 39.12.040, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor -- the attached "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Following the final acceptance of the project, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid" before the funds retained under subsection 8.2 of this contract are released from the Contractor.

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

10. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the City of Sammamish Municipal Code, and ordinances of the City of Sammamish. Venue for any action hereunder shall be exclusively in King County Superior Court.

11. Termination.

11.1 The 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 Contractor pursuant to this Agreement shall promptly be submitted to the City

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

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

11.4 The Contractor reserves the right to terminate this Agreement in the event that outstanding invoices are not paid within sixty days.

11.5 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.

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

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this contract.

13. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the City.

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

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

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

17. Entire Contract/Binding Effect. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

18. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

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

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

TO CITY:

City of Sammamish

Attn: Park Resource Supervisor

801 228th Avenue SE

Sammamish, WA 98075

(425) 295-0583

TO CONTRACTOR:

Control Contractors, Inc.

Attn: Melissa Gelowitz

5300 Denver Ave South

Seattle, WA 98108

(206) 328-9891

Contact email: Melissa@controlcontractors.com

CITY OF SAMMAMISH, WASHINGTON

By:_____

Title: City Manger

Date:_____

CONTRACTOR, WASHINGTON

By:_____

Title: Director of Security

Date: 2-2-2011

Attest/Authenticated:

_____

City Clerk

Approved as to Form:

_____

City Attorney

EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

City of Sammamish
Recreation Center
January 09, 2011

Control Contractors, Inc. proposes to furnish and replace the existing Reznor X350 8-H heat exchanger as detailed in the following scope.

The following is included in this proposal:

- Remove and recycle the existing Reznor X350 8-H heat exchanger
- Furnish and install one (1) standard Stainless Steel heat exchanger
- It is our intent to reuse the low voltage wiring
- Labor associated with disassembling and reassembling the ductwork to access and replace the heat exchanger
- Engineering
- Any costs associated with Prevailing Wage
- Control Contractors will provide a deficiency list of additional repairs needed with materials and labor costs to repair at a later date
- One year warranty on materials and workmanship

The following is not included in this proposal:

- Any labor or materials not specifically mentioned herein
- Unknown conditions that require correction for code
- Any costs for mechanical/electrical permits

REQUEST FOR CONTRACT PAYMENT

- *Use this form or Contract "Exhibit B"*
- *Put completed sheet immediately behind the purchase order cover sheet*
- *Original invoice describing services provided must be attached*

Invoice Number _____ Date of Invoice _____

Contractor _____

Specific Program / Budget Code _____

PLEASE ISSUE PAYMENTS FOR THIS CONTRACTOR ON SEPARATE CHECKS

Reporting Period: _____

Total Contact Amount: $ _____

Previous Payments: $ _____

CURRENT PAYMENT REQUEST: $ _____

Authorization to Contractor:	$
Authorization to Retainage:	$
Authorization Total:	$

Remaining Balance $ _____

Project Engineer _____ Date _____

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department _____ Date _____

Approved for Payment _____ Date _____
Department Director

EXHIBIT C
CITY OF SAMMAMISH
486 228th Avenue NE
Sammamish, WA 98074
Phone: (425) 898-0660
FAX: (425) 898-0669

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

_____ _____

Date Authorized Signature (Required)

Exhibit 1

Bond No. _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____of _____ as Principal, and _____ _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars ($_____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the _____ day of, 20_____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to wit: _____ _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20 ____

_____	_____
PRINCIPAL	SURETY
By_____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone: _____	Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: February 1, 2011

Originating Department: Public Works

Clearances:

- ☐ City Manager
- ☐ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: Sammamish Maintenance and Operations Center (M.O.C.) - Locker Purchase

Action Required: Authorize the City Manager to purchase lockers for the new Sammamish M.O.C.

Exhibits: 1. Bid Tab

Budget: The total cost of lockers including installation and w.s.s.t. (9.5%) is $25,690.57. The costs will be split between streets (101-000-542-30-35-00) and parks (001-076-576-80-35-00) maintenance budgets.

Summary Statement

The construction of the city's Maintenance and Operations Center is currently underway and it is anticipated to be completed on March 15, 2011. The crews will begin to move in their work items immediately after the contractor is completed. This includes lockers for the crew members. The city has solicited bids for the lockers and has determined that Building Specialties Northwest, LLC to be the low bidder. The total amount is $25,690.57.

Background

The construction contract for the M.O.C. did not include the purchase and installation of lockers for the facility. At the design stage it was agreed that it will be more cost efficient for the city to purchase the lockers separately. In December 2010 the City has requested quotes from ten suppliers listed in the Shared Procurement Portal and received four quotes. The low bidder for the project has been determined to be Building Specialties Northwest, LLC in amount of $25,690.57. It is desirable to purchase the lockers prior to March 15, 2011 so they can be one of the first items installed after construction is completed.

Financial Impact

This is an anticipated cost of $25,690.57. There is adequate money available in the 2011 approved budget parks and street budget under small tools and equipment.

Recommended Motion

Move to authorize the City Manager to purchase lockers from Building Specialties Northwest, LLC in the amount of $25,690.57

Sammamish MOC Locker BID TAB
Bid Request date : November 16, 2010

BID Requested	Bid	w.s.s.t.	TOTAL
Building Specialties NW, LLC	$ 23,461.71	$ 2,228.86	$ 25,690.57
Engineering Products	$ 28,519.00	$ 2,709.31	$ 31,228.31
Easy up US	$ 33,905.00	$ 3,220.98	$ 37,125.98
Apex facility	$ 39,177.00	$ 3,721.82	$ 42,898.82
Lyon Workspace	NO BID		
Hakkenson Office	NO BID		
penco products	NO BID		
austin specialties	NO BID		

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: 2-1-2011

Originating Department: Finance IT

Clearances:

- ☐ City Manager
- ☐ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☒ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☐ Public Works

Subject: Phone and Internet Services

Action Required: Authorize the City Manager to switch the City's primary provider of telecommunications services and to add service to the new Maintenance and Operations facility.

Exhibits: 1. Paetec Contract

Budget: This amount has been budgeted and will be paid out of account 001-019-518-30-42-00.

Summary Statement: The new Maintenance and Operations facility will require phone and Internet services to be operational in a few months. The City contacted multiple telecommunications services providers and selected Paetec as the best choice to provide these services. The monthly fee for services at City Hall and the new Maintenance and Operations facility will be approximately $1937.25. The City is currently paying approximately $2700 just for services at City Hall. This will save approximately $750 a month as well as provide service to the new building.

Background: The City decided to make changes to its telecommunication services due to the impending completion of the new Maintenance and Operations facility.

Financial Impact: $23,247/yr

Recommended Motion: Move to authorize the City Manager to switch the City's primary telecommunication service provider to Paetec.

Quote # 465812

SERVICE AGREEMENT

Exhbit 1

600 WillowBrook Office Park
Fairport, NY 14450

This sets forth the terms of the Service Agreement ("Agreement") made this 20th day of January, 2011, by and between PAETEC as defined in the PAETEC Standard Terms and Conditions of Service ("PAETEC"), and the City of Sammamish, a Washington Corporation ("Customer"). The term of this Agreement is for 36 months ("Term"). Customer agrees to a Minimum Monthly Fee of $1,937.25. All services provided are subject to the terms and conditions below and on the attached Rate Schedule(s).

CUSTOMER INFORMATION

Customer Name: City of Sammamish

Service Address: see attached service location summary

Billing Address: 801 228th AVE SE, SAMMAMISH, WA 98075-9509

Contact Name: Jason Schelert **Contact Phone:** 425-295-0593 **Contact Fax:**

SERVICES BEING PROVIDED BY PAETEC TO CUSTOMER

Access Loop

Dynamic IP Services

By signing this Agreement, the Customer hereby authorizes PAETEC to provide the Services listed herein and on any/all attachments. Each month Customer shall purchase at least the Minimum Monthly Fee amount set forth above, calculated prior to application of any taxes or surcharges.

This Agreement is subject to and controlled by PAETEC's federal and state tariffs as applicable, and/or by PAETEC's Standard Terms and Conditions of Service and the service specific terms and conditions as located at http://www.paetec.com/about-us/notice, as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

Customers ordering PAETEC's Dynamic IP service, also known as Voice over Internet Protocol service, hereinafter referred to as "VoIP" and/or its product name, "Dynamic IP Services," hereby make an affirmative acknowledgement that customer has received and understands the VoIP Notification, Important Customer Information Regarding Emergency Services - 911 Dialing, attached hereto and made a part of hereof.

Information regarding Customer's rights and options pertaining to Customer Proprietary Network Information ("CPNI") is available at http://www.paetec.com/notice/cpni.html.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

Accepted By Customer		Authorized by PAETEC	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

This offer is voidable by PAETEC if not signed and returned to PAETEC by the 20th day of April, 2011.

SERVICE LOCATION SUMMARY

Exhbit 1

Service Location Listing - Monthly Recurring Charges

Primary Billing Account: City of Sammamish, #4551584

Quote #: 465812

PAETEC Representative: Campbell, Jeffrey M (Jeff) Rep ID: 295951

Location Name & Service Address	Access	Integrated Voice & Data	Data	Equipment	Total
City of Sammamish 801 228th AVE SE, SAMMAMISH, WA 98075-9509	$654.00	$489.30	$135.00		**$1,278.30**
City of Sammamish - New Address Lamb House 1801 244th AVE NE, SAMMAMISH, WA 98074-3301	$327.00	$271.95	$35.00	$25.00	**$658.95**
Total	**$981.00**	**$761.25**	**$170.00**	**$25.00**	**$1,937.25**

The information set forth on this Service Location Listing sets forth the total Monthly Recurring Charge(s) ("MRC") for each Service Location covered under the Agreement. For the breakdown of MRC charges for each Service Location, along with site specific Usage Fees and Non-Recurring Fee(s) ("NRC"), please refer to the site specific Rate Schedule for each Service Location. By signing below, Customer acknowledges that it has received and reviewed the site specific Rate Schedule(s) to the Agreement, and agrees to the information set forth therein.

The individual signing the Agreement on behalf of Customer is duly authorized to do so.

Accepted By Customer		Authorized by PAETEC	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PAETEC

RATE SCHEDULE

Quote # 465812

Exhbit 1

Location: City of Sammamish, 801 228th AVE SE, SAMMAMISH, WA 98075-9509

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total
Dynamic IP T1 Local Loop Charge	Access	$327.00	2	$654.00
3 Mb Dynamic IP Port T1	Voice & Data	$380.65	1	$380.65
20 DID Station Numbers *	Voice & Data	$1.00	15	$15.00
IP Direct Trunk Overflow Charge *	Voice & Data	$34.95	1	$34.95
Network Firewall 3.0 Mb Charge	Data	$100.00	1	$100.00
Advanced Managed Router Charge	Data	$35.00	1	$35.00
FSLC Charge	Voice & Data	$5.87	10	$58.70
		TOTAL		**$1,278.30**

Usage Rates

Usage Type	Dedicated Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.030[1]	6 sec	6 sec	2 digit †
In State Long Distance Charges	0.030[1]	6 sec	6 sec	2 digit †
Out of State Long Distance Charges	0.030[1]	6 sec	6 sec	2 digit †
International Long Distance Charges*	Standard International[1]	30 sec	6 sec	2 digit †
Caribbean Long Distance Charges*	Standard International[1]	30 sec	6 sec	2 digit †
Canadian Long Distance Charges*	Standard International[1]	30 sec	6 sec	2 digit †
Long Distance Directory Assistance Charges*	1.99[2]			

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to http://www.paetec.com/about-us/notice.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Location: City of Sammamish - New Address Lamb House, 1801 244th AVE NE, SAMMAMISH, WA 98074-3301

Product	Product Category	Monthly Recurring Charge (MRC)	Monthly Recurring Quantity	Monthly Recurring Total
Dynamic IP T1 Local Loop Charge	Access	$327.00	1	$327.00
1.5 Mb Dynamic IP Port T1	Voice & Data	$204.65	1	$204.65
20 DID Station Numbers *	Voice & Data	$3.00	1	$3.00
IP Direct Trunk Overflow Charge *	Voice & Data	$34.95	1	$34.95
ADTRAN-TA904 Charge	Equipment	$25.00	1	$25.00
Advanced Managed Router Charge	Data	$35.00	1	$35.00
FSLC Charge	Voice & Data	$5.87	5	$29.35
		TOTAL		**$658.95**

VoIP NOTIFICATION
IMPORTANT CUSTOMER INFORMATION REGARDING
EMERGENCY SERVICES - 911 DIALING

Introduction: You have, or are about to, purchase or subscribe to PAETEC's Dynamic IP service. This service, also known as Voice over Internet Protocol service, is referred to as "VoIP" and/or its product name, "Dynamic IP" and is collectively hereinafter referred to as the "VoIP Service."

Description of 911-Type Dialing Capabilities

PAETEC does offer E911 dialing service within PAETEC VoIP-serviceable areas in the U.S When you dial 911, your call is routed from the PAETEC network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the address that you listed at the time of activation.

Power Failure, Disruptions or Suspension of Your Account

You acknowledge and understand that 911dialing may not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the VoIP Service and 911-type dialing **MAY NOT** function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the VoIP Service or 911 dialing. You also understand that service outages or suspension or termination of service by PAETEC may prevent ALL Service including 911-type dialing. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911-type dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Notification.

Limitation of Liability and Indemnification

You acknowledge and understand that PAETEC's liability is limited for any VoIP Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Notification and PAETEC's Standard Terms and Conditions of service and/or any applicable service specific terms and conditions. You agree to defend, indemnify, and hold harmless PAETEC, its officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's service relating to the absence, failure or outage of the VoIP Service, including 911-type dialing and/or inability of Customer or any third person or party or user of Customer's service to be able to dial 911 or to access emergency service personnel.

Failure to Designate the Correct Physical Address When Activating 911-type Dialing

Failure to provide the current and correct physical address and location by following the instructions from the designated PAETEC representative will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Telephone Number Identification

At this time in the technical development of PAETEC 911-type dialing, it is possible for the Public Safety Answering Point ("PSAP") and the local emergency personnel to identify your phone number when you dial 911, provided the customer provides the correct information in the initial Service set-up stage. PAETEC's system is configured in most instances to send the automatic number identification ("ANI"); however, the PSAP itself must be able to receive the information and pass it along properly. PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the VoIP Service is not operational for any reason, including without limitation those listed elsewhere in this Notification.

APPLICATION FOR CREDIT

Exhbit 1

PAETEC Representative: Campbell, Jeffrey M (Jeff)
Representative Phone: 206-204-1292

CUSTOMER INFORMATION

Customer Name: City of Sammamish

Tax Exempt Status:

Federal Tax ID or SS Number:

EMR: $1,937.25

Billing Address: 801 228th AVE SE

Years In Operation:

Number Of Employees:

City: SAMMAMISH

State: WA Zip: 98075-9509

Business Structure:

Nature Of Business:

PARENT COMPANY (If Applicable)

Company Name:

Address:

City: State: Zip:

CUSTOMER CONTACT INFORMATION

Contact Name: Jason Schelert

AP Contact Name:

Contact Phone: 425-295-0593

AP Contact Phone:

Contact Fax:

AP Contact Fax:

Contact Email:

AP Contact Email:

Principal/Partner/Officer Full Name:

Title:

BANK REFERENCE

Bank Name:

Address:

Bank Contact Name:

City:

Bank Contact Phone:

State:

Bank Contact Fax:

Zip:

Account Number:

TRADE REFERENCES

	Vendor	Account Number	Phone	Fax	Contact
1.					
Address:					
2.					
Address:					
3.					
Address:					

Current Local Telco: Current LD Carrier:

Authorization

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize PAETEC to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

Accepted By Customer

Signature:

Printed Name:

Title:

Date:

PAETEC LETTER OF AUTHORIZATION

Exhbit 1

I am the Customer of Record or the Authorized Representative responsible for payment for each of the telephone numbers listed herein. I appoint PAETEC Communications, Inc., on behalf of itself and its affiliates* ("PAETEC") to act as my agent for the purpose of collecting account information (including service records and equipment listings) and implementing the change(s) authorized on this document and to investigate my credit history to the full extent permitted by applicable law. I understand that I may only select one local exchange carrier and one primary interexchange carrier for any one telephone number for the services selected below. Further, I understand that my current local exchange provider may charge a per-line fee for changing long distance carriers. Other charges for switching local exchange carriers may apply.

When accompanied by a signed service agreement, I authorize PAETEC to act as my agent for the purposes of coordinating, ordering, and/or converting of the specific telecommunications service(s) that my existing telecommunications carrier(s) provide to me. I hereby authorize the change of my telecommunications carrier(s) from that/those which I am currently using to PAETEC for each of the service types that I have designated below and in my service agreement. This includes without limitation the removal, addition, rearrangement or conversion of those telecommunications services to PAETEC. I acknowledge that I must not cancel service with my current provider until the port process to PAETEC is complete. To the extent I have any duplication of service with my current provider, I understand that I am responsible for canceling such service with my current provider upon completion of service activation with PAETEC.

– -

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS ("BTNs and all associated telephone numbers") IN TABLE 2 BELOW OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA; THEN MARK EITHER TABLE 1 or COMPLETE THE REMAINDER OF THE BLOCKS IN TABLE 2.

I hereby select PAETEC as my primary provider of:

(1) ALL of the services selected in Table 1 below for all the BTNs listed in Table 2 below:

Table 1

Local Service	Toll Service	In-State Long Distance	Domestic Long Distance	International
☐	☐	☐	☐	☐

Or

(2) on a per line basis, only the selected services for the following BTNs:

Table 2

BTN (Billed Telephone Number) (use additional sheets for more BTNs)	Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER.

Authorized Customer Signature: _____ **Date:** _____

Customer Name: _____ **Telephone Number:** _____

Customer Address: _____ **Federal Tax ID Number:** _____

City, State, Zip: _____ **D.B.A (if applicable):** _____

* US LEC CORP. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS INC. d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA INC. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA INC. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA INC. d/b/a PAETEC Business Services; US LEC OF TENNESSEE INC. d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services, PAETEC Communications of Virginia, Inc., McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services and McLeodUSA Information Services, Inc.

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: January 26, 2011

Originating Department: Public Works

Clearances:

- ☐ City Manager
- ☐ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: 2010 Pavement Management – Local Streets
Contract #C2010-142
Final Project Acceptance

Action Required: Adopt the resolution accepting the 2010 Pavement Management – Local Streets project as complete.

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

Budget: Transportation Capital Improvement Fund, 340-119-542-30-48-00, had $2,215,000 available. The project was completed within budget.

Summary Statement:

All work for the above reference contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work.

Background:

Council authorized the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Lakeside Industries Inc., for construction of 2010 Pavement Management – Local Streets at the July 27, 2010 meeting. Under this contract, streets in the Ponderosa Neighborhood and Sunny Hills Neighborhood were paved. Work for this project was physically completed in October 2010. The design and construction management for this project were completed in house by City staff.

City Council Agenda Bill

Financial Impact:

Funds Available

Transportation CIP Budget (340-119-542-30-48-00):	$2,215,000
Contract Expenditures (C2010-142):	
Lakeside Industries Inc., Final Contract:	($337,493.10)
Other Expenditures to date[1]:	($1,365,348.38)
Remaining Funds:	**$512,158.38**

[1] Other expenditures include the Pavement Preservation – Chip Seals, Pavement Preservation - Overlays, NE 19th Traffic Calming, material testing, project advertising for construction.

Recommended Motion:

Approve the final contract amount with Lakeside Industries Inc. in the amount of $337,493.10 and adopt the Resolution accepting the 2010 Pavement Management – Local Streets project as complete.

Final Contract Voucher Certificate

Contractor: Lakeside Industries, Inc.			
Street Address: P.O. Box 7016			
City: Issaquah	State: Wa	Zip: 98027	Date: 1/12/11
City Project Number: NA	Federal Aid Project Number: NA		City Contract Number: C2010-142
Contract Title: 2010 Pavement Management - Local Streets			
Date Work Physically Completed: 10/8/10	Final Amount: $ 337,493.10		

Contractor's Certification

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

X Todd Prodzinski
Contractor Authorized Signature Required

TODD PRODZINSKI
Print Signature Name

Subscribed and sworn to before me this 20th day of January 20 11

Notary Public in and for the State of WA

residing at Issaquah WA

KAILLIN LEE PEARSOBY
NOTARY PUBLIC
STATE OF WASHINGTON
7-12-2014

City of Sammamish

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

Approved Date 1-25-11

X
Project Engineer/Project Administrator

X
City Engineer

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

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE 2010 PAVEMENT MANAGEMENT - LOCAL STREETS AS COMPLETE.

WHEREAS, at the Council meeting of July 27, 2010 the City Council authorized award of the construction contract for the 2010 Pavement Management - Local Streets; and

WHEREAS, the City Manager entered into Contract C2010-142 for construction of the 2010 Pavement Management - Local Streets with Lakeside Industries Inc., on August 4, 2010; and

WHEREAS, the project was substantially completed by the contractor on October 8, 2010; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2010 Pavement Management - Local Streets as complete.

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

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 1st DAY OF MMMM 2011.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: **Click here to enter a date.**
Passed by the City Council: **Click here to enter a date.**
Resolution No.: R20**11-**

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: January 26, 2011

Originating Department: Public Works

Clearances:

- ☐ City Manager
- ☐ Attorney
- ☐ Admin Services
- ☐ Community Development
- ☐ Finance & IT
- ☐ Fire
- ☐ Parks & Recreation
- ☐ Police
- ☒ Public Works

Subject: 2010 Pavement Program – Overlays
Contract #C2010-128
Final Project Acceptance

Action Required: Adopt the resolution accepting the 2010 Pavement Program – Overlays project as complete

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

Budget: Transportation Capital Improvement Fund, 340-119-542-30-48-00, had $2,215,000 available in 2010. The project was completed within budget.

Summary Statement:

All work for the above reference contract has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work.

Background:

Council authorized the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Lakeside Industries Inc., for construction of 2010 Pavement Program – Overlays at the July 6, 2010 meeting. Under this contract, portions of 212th Ave SE, 216th Ave NE, and the Tree Farms Neighborhood were overlaid. Work for this project was physically completed in October 2010. The design and construction management for this project were completed in house by City staff.

City Council Agenda Bill

Financial Impact:

Funds Available

Transportation CIP Budget (340-119-542-30-48-00):	$2,215,000
Contract Expenditures (C2010-128):	
Lakeside Industries Inc., Final Contract:	($890,467.21)
Other Expenditures to date[1]:	($812,374.41)
Remaining Funds:	**$512,158.38**

[1] Other expenditures include the Pavement Preservation – Chip Seals, Pavement Preservation Local - Streets, NE 19th Traffic Calming, material testing, project advertising for construction.

Recommended Motion:

Approve the final contract amount with Lakeside Industries Inc. in the amount of $890,467.21 and adopt the Resolution accepting the 2010 Pavement Program – Overlays project as complete.

Exhibit 1

Final Contract Voucher Certificate

Contractor Lakeside Industries, Inc.			
Street Address P.O. Box 7016			
City Issaquah	State Wa	Zip 98027	Date 1/12/11
City Project Number NA	Federal Aid Project Number NA		City Contract Number C2010-128
Contract Title 2010 Pavement Program - Overlays			
Date Work Physically Completed 10/8/10	Final Amount $ 890,467.21		

Contractor's Certification

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

X Todd Pilodzinski
Contractor Authorized Signature Required

TODD PILODZINSKI
Print Signature Name

KAITLIN LEE PEABODY
COMMISSION EXPIRES
NOTARY PUBLIC
STATE OF WASHINGTON

Subscribed and sworn to before me this 12 day of January 20 11

X _____ Notary Public in and for the State of WA

residing at Issaquah, WA

City of Sammamish

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

Approved Date 1/19/11

X _____
Project Engineer/Project Administrator

X _____
City Engineer

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

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE 2010 PAVEMENT PROGRAM - OVERLAYS AS COMPLETE.

WHEREAS, at the Council meeting of July 6, 2010 the City Council authorized award of the construction contract for the 2010 Pavement Program - Overlays; and

WHEREAS, the City Manager entered into Contract C2010-128 for construction of the 2010 Pavement Program - Overlays with Lakeside Industries Inc., on June 1, 2010; and

WHEREAS, the project was substantially completed by the contractor on October 8, 2010; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2010 Pavement Program - Overlays as complete.

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

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

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF 2011.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: **Click here to enter a date.**
Passed by the City Council: **Click here to enter a date.**
Resolution No.: R20**11**-

City Council Agenda Bill

Meeting Date: **February 8, 2010** Date Submitted: February 1, 2011

Originating Department: Public Works

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [ ] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Rec
- [ ] Police
- [x] Public Works

Subject: East Lake Sammamish Parkway NE - Phase 1A: NE Inglewood Hill Rd to NE 18th Pl – Final Project Acceptance

Action Required: Approve the final contract amount with SCI Infrastructure, LLC of Pacific, WA for the base amount of $6,138,602.52, plus change order and bid item quantity increases and decreases, which resulted in a final contract amount of $6,404,374.22 and accept construction of East Lake Sammamish Parkway NE - Phase 1A: NE Inglewood Hill Rd to NE 18th Pl, as of December 24, 2010.

Exhibits:

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

Budget: $12,301,988 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund). The project was completed within budget.

Summary Statement:

All work under this contract has been completed in accordance with the plans and specifications approved by the City Engineer. The recommended action approves the final contract amount and constitutes the final acceptance of the work.

This project provided for the construction of roadway improvements to East Lake Sammamish Parkway NE between NE Inglewood Hill Rd and NE 18th Place. The project reconfigured the intersection of NE Inglewood Hill Road and East Lake Sammamish Parkway including a new traffic signal. The project also widened the existing two-lane roadway to three lanes with either a center turn lane or raised median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities were included and integrated into the roadway improvements. Illumination was provided at public street intersections as well as at a new crosswalk just north of NE 18th Pl.

There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

City Council Agenda Bill

Background:

Council authorized the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder for construction of the East Lake Sammamish Parkway NE, Phase 1A - NE Inglewood Hill Road to NE 18th Place at the December 16, 2008 meeting. SCI Infrastructure, LLC was selected as the lowest responsible bidder to perform the work. The work began in March 2009 and was substantially completed on December 7, 2009. The construction management for this project was performed by the consulting firm Perteet Inc.

This project was implemented to satisfy the concurrency policy requirements established in the Comprehensive Plan. These improvements were added to the City's Six Year Transportation Improvement Program in 1999.

While this project was substantially completed in December 2009, the final completion is being requested only after a successful one year landscape maintenance requirement.

Financial Impact:

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

Construction Costs		
Original Construction Contract (C2009-168)	$	6,138,603
Bid Item (Decreases)	$	(172,545)
Change Orders	$	438,317
Final Contract Contract [subtotal]	$	6,404,374
Easement and Right of Way Acquisition	$	-
Construction Management & Design Support (C2009-105)	$	1,418,393
Miscellaneous	$	80,135
Total	$	7,902,902

A Federal earmark grant from Congressman Reichert provided funds totaling $742,500. A portion of the construction work included utility improvements for Sammamish Plateau Water Sewer District and Northeast Sammamish Sewer and Water District. This work totaled $287,182.70 and was funded by the respective Districts. Therefore the net construction cost paid by City funds was $5,374,691.52.

Recommended Motion:

Approve the final contract amount with SCI Infrastructure, LLC of Pacific, Washington, for the base amount of $6,138,602.52, plus change order and bid item quantity increases and decreases, which resulted in a final contract amount of $6,404,374.22 and adopt Resolution No. R2011-____ accepting construction of the East Lake Sammamish Parkway NE - Phase 1A: NE Inglewood Hill Rd to NE 18th Pl project as complete as of December 24, 2010.

CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2011-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, ACCEPTING THE CITY OF SAMMAMISH EAST LAKE SAMMAMISH PARKWAY, PHASE 1A PROJECT AS COMPLETE

WHEREAS, at the Regular Council meeting of December 16, 2008 the City Council authorized the City Manager to enter into a contract with the lowest bidder for the project East Lake Sammamish Parkway, Phase 1A; and

WHEREAS, the City Manager entered into a contract with SCI Infrastructure, LLC on March 3, 2009; and

WHEREAS, the project was substantially completed by the contractor on December 7, 2009;

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

Section 1. Acceptance of the project East Lake Sammamish Parkway, Phase 1A as Complete. The City of Sammamish hereby accepts the project East Lake Sammamish Parkway, Phase 1A as complete.

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

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

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 8th DAY OF FEBRUARY 2011.

CITY OF SAMMAMISH

_____
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

Filed with the City Clerk: February 1, 2011
Passed by the City Council: _____, 2011
Resolution No.: R2011-___

Exhibit 2

SCI JOB 0904

City of Sammamish Washington

RECEIVED JAN 19 2011 SCI INFRASTRUCTURE LLC

Final Contract Voucher Certificate

Contractor: SCI Infrastructure, LLC			
Street Address: 1508 Valentine Ave SE			
City: Pacific	State: WA	Zip: 98047	Date: 1/19/2011
City Project Number: N/A	Federal Aid Project Number: STPD-1915(007)	City Contract Number: C2009-122	
Contract Title: East Lake Sammamish Parkway NE, Phase 1A - NE Inglewood Hill Rd to NE 18th Pl			
Date Work Physically Completed: 12/24/2010	Final Amount: $ 6,404,374.22		

Contractor's Certification

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

JENNIFER LEA SCOCCOLO Commission Expires NOTARY PUBLIC 05-24-2013 STATE OF WASHINGTON

X _____
Contractor Authorized Signature Required

Russell (Skip) Jinneman
Print Signature Name

Subscribed and sworn to before me this 20th day of January 20 11

X _____ Notary Public in and for the State of Washington

residing at Lake Tapps

City of Sammamish

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

Approved Date 1-24-11

X _____
Project Engineer/Project Administrator

X _____
for City Engineer

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

City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: February 2, 2011

Originating Department: Community Development

Clearances:

- [x] City Manager
- [ ] Attorney
- [ ] Admin Services
- [x] Community Development
- [x] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [x] Public Works

Subject: Resolution: Final Plat of the Laurel Hills Divisions 2 and 3 to create 39 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision for Laurel Hills Division 2
3. Matrix showing plat conditions and responses for Laurel Hills Division 2
4. Hearing Examiner Decision for Laurel Hills Division 3
5. Matrix showing plat conditions and responses for Laurel Hills Division 3
6. Map of Final Plat

Budget: N/A

Summary Statement:

The developer of the Laurel Hills Divisions 2 and 3 development is seeking to obtain final plat approval and record both phases of Laurel Hills.

Background:

Description:

The preliminary plats of Laurel Hills Division 2 (PLN2005-00089) and Laurel Hills Division 3 (PLN2006-00069) were reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on January 3, 2007 and August 10, 2007 respectively. The Hearing Examiner this project as two separate preliminary plats, however the project has been designed such that they are fundamentally integrated in terms of infrastructure design and internal circulation. The approval and recording of these two subdivisions concurrently is consistent with the Hearing Examiner's preliminary approval and the overall project design.

The Laurel Hills Division 2 subdivision (formerly known as Maplewood) application is vested to the City of Sammamish Municipal Code in effect on December 29, 2005, the date of application. The Laurel Hills Division 3 subdivision application is vested to the City of Sammamish Municipal Code in effect on August 12, 2005 per a settlement agreement. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc) improvements under plat site development permit BLD2010-00128. The improvements have been substantially

completed and inspected. The final lift of asphalt, and street trees etc. have been bonded for (see below).

The site is zoned Residential, 4 units per acre (R-4); surrounding properties are also zoned R-4. The subject site is constrained by on-site wetland areas, which will be located in a separate critical areas tract. Access to the subdivisions will be via SE 32nd Street and 223rd Avenue SE or 225th Avenue SE.

Performance Bond:
The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of $543,803.10.

Landscaping Bond:
The applicant has posted a landscaping performance bond in the amount of $132,328.15.

Critical Areas Bonding:
The applicant has posted a critical areas restoration / mitigation bond in the amount of $41,294.33.

Transportation Mitigation Fees:
The applicant has paid 30% percent of the traffic mitigation impact fee in the amount of $155,966.58. The remaining fees will be collected at the time of building permit issuance or deferred to the point of sale if the applicant wishes on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:
The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of $66,640.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

Financial Impact: N/A

Recommended Motions: Approve the 39-lot Laurel Hills Divisions 2 and 3 subdivision, and authorize the mayor to sign the mylars for the final plat.

CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2011-___

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE PLAT OF LAUREL HILLS DIVISION 2 AND 3

WHEREAS, the City Council has received recommendation of approval for the final plat of the Laurel Hills Division 2 and 3 subdivision (39-lot); and

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

WHEREAS, the City Council desires to grant final approval to the Laurel Hills Division 2 and 3 subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decisions on January 3, 2007 and August 10, 2007 for the preliminary plat approvals of Laurel Hills Division 2 and 3 respectively.

Section 2. Grant of Approval. The City Council hereby grants final approval to the Laurel Hills Division 2 and 3 final plat (39-lots).

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 8th DAY OF FEBRUARY 2011.

CITY OF SAMMAMISH

_____
Mayor Donald Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

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

CITY OF SAMMAMISH

HEARING EXAMINER

In the Matter of the Application of	**)**	**File No. PLN2005-00089**
Pacific Properties for Approval	**)**	**FINDINGS OF FACT,**
Of the Maplewood Preliminary	**)**	**CONCLUSIONS OF LAW**
Plat.	**)**	**AND DECISION**

DECISION

The Maplewood Preliminary Plat is approved, subject to conditions.

INTRODUCTION

The application of Pacific Properties for approval of the Maplewood preliminary plat came on for hearing before Gordon F. Crandall, Hearing Examiner, on December 4, 2006 at 7:00 pm. The hearing was held at City Hall, after public notice. Rob Garwood, Senior Planner presented the City's staff report. Bill Dunlap of Pacific Properties represented Applicant.

Testifying under oath were:

Robert Garwood	Senior Planner
Bill Dunlap	Pacific Properties
Barbara Benson	3305 223rd Avenue SE
Ron Mantei	3324 225th Avenue SE
Tawni Hoang	Development Review Engineer

The following exhibits were offered and admitted:

1) Staff Report with attachments
2) Proposed modifications
3) Applicant's proposed amendments
4) Concurrency Certificate

5a) Maintei driveway photograph

5b) Mantei photograph 225th

6) Affidavit of Mailing

7) Website rescheduled hearing notification

8) Affidavit of Mailing Rescheduled Hearing due to inclement weather

9) Critical Areas Report, 12/28/2005

The hearing adjourned at about 8:00 P.M.

FINDINGS OF FACT

1. Pacific Properties (Applicant) proposes to subdivide a rectangular 4.6 acres site at 3311 225th Avenue SE into 15 single family residential lots, together with a tract for future development. A site plan is attached as Attachment A.

2. The site is surrounded on three sides by proposed single family subdivisions and on the South by large single-family parcels.

3. Access to the site will be from 225th Avenue SE by way of two public roads. Both roads will lead to off-site cul-de-sacs on easements, pending development of the adjacent site. Applicant will provide half street improvements to 225th Avenue SE. That street has been raised 2.5 feet by the subdivision to the north (Hall) and this has caused difficulties to the property owner on the other side, as his driveway is now lower than the street. Applicant has promised to work with this property owner when it installs street improvements to mitigate the access difficulty for that property.

4. The property is designated for urban residential uses (4 dwelling units/acre) on the Comprehensive Plan. The site is zoned R-4. Parcels on all sides have the same zoning.

5. The site has 389 trees. Applicant will retain 22% of the existing trees, and will replace nine of the removed trees to maintain the 25% retention ratio.

6. There are no sensitive areas on the site.

7. Applicant will collect stormwater and convey it to a surface water pond partially on the site and partially on the site to the south, which is also owned by Applicant. Discharge of stormwater will be subject to level 2 detention standards and to sensitive lake protection water quality standards.

8. A determination of non-significance (DNS) was issued for the project on October 25, 2006. There was no appeal.

9. Comments on the proposal were received from Sammamish Plateau Water and Sewer District, and from Jon Karwoski, who contends that the City does not own 225th Avenue SE. In a prior case, it was established that the street was conveyed to the City of Sammamish by King County, and that any contention that the title was defective must be heard by King County Superior Court.

10. Applicant will be required to provide children's play areas on the site, at least 400 square feet in area. Tracts E and F will provide the required space.

11. School children will be provided with safe walking conditions to the bus stop on 224th Avenue SE. A sidewalk will be constructed, which will be a safe waiting area for the bus.

12. A certificate of traffic concurrency was issued for the project.

13. Water and sewer services are available to the site, as well as other utilities.

14. Applicant will be required to pay impact fees for roads and schools.

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

From the foregoing the Examiner makes the following;

CONCLUSIONS OF LAW

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.

2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

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

   a. *Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and*

   b. *The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication*

makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

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

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

   Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050

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

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

   Plats of four or more lots shall provide recreational space. 19.20.110'

   All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120

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

4. The staff report analyzes the foregoing decision criteria and recommends approval of the proposal. The Examiner concurs. The proposal complies with the subdivision statute, general conditions of acceptability and the development code. The plat provides for open space, recreation areas, roads and sidewalks, all necessary utilities and proper disposition of stormwater. The public use and interest will be served by providing sites for fifteen new homes.

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

DECISION

The Maplewood Preliminary Plat is approved, subject to the conditions in Attachment B.

DONE this 3rd day of January, 2007

Gordon. F. Crandall
Hearing Examiner

Attachment A	Site Plan
Attachment B	Conditions of Approval

RECONSIDERATION

Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

1. The action was based in whole or in part on erroneous facts or information;

2. The action when taken failed to comply with existing laws or regulations applicable thereto;

3. An error of procedure occurred which prevented consideration of the interest of persons directly affected by the action.

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

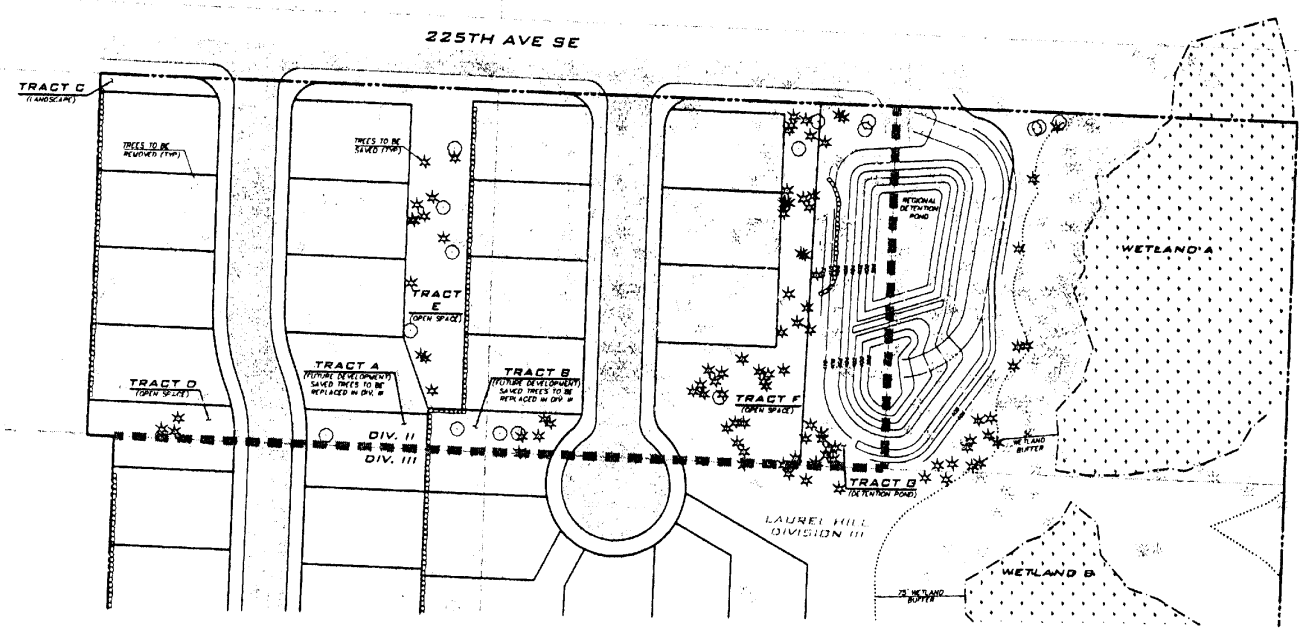
NOTICE OF RIGHT OF APPEAL

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

Exhibit 2
ATTACHMENT A

1/4 SEC 9 TWP 24N RGE 6E W.M.

LAUREL HILL DIVISION II



N

SCALE: 1" = 50'
0 25 50 100

TREE DATA (DIV II)

TOTAL TREES	388
TOTAL TREES REQUIRED TO BE SAVED:	97 (25%)
TOTAL TREES PROPOSED TO BE SAVED:	88 (22.7%)

TREES TO BE SAVED

TREES TO BE REMOVED

OFFSITE TREES

THE BLUE LINE GROUP
35 CENTRAL WAY, SUITE 400
KIRKLAND, WA 98033
P: 425.216.4061 F: 425.216.4062
WWW.THEBLUELINEGROUP.COM

SCALE:
HORIZ: 1"=50' VERT: N/A
PROJECT MANAGER:
BRIAN J. DARROW, PE
PROJECT ENGINEER:
BRIAN J. DARROW, PE
DESIGNER:
BEN WATERMAN
PLOT DATE:
11/8/2006

NO	DATE	BY	REVISIONS

TREE PRESERVATION EXHIBIT
LAUREL HILL
DIVISION II
CITY OF SAMMAMISH WASHINGTON

BRIAN J. DARROW
STATE OF WASHINGTON
35766
REGISTERED PROFESSIONAL ENGINEER
EXPIRES 1/1/08
11/8/06

JOB NUMBER:
06-056
SHEET NAME:
TR-01
SHT 1 OF 1

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General Conditions:

1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on December 29, 2005, the vesting date of the subject application. However, please note that if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;

2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;

3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;

4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations;

5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;

6. The plat configuration shall be developed in substantial conformance with the Site Plan by The Blueline Group, received July 18, 2006, subject to applicable conditions of approval specified by the Hearings Examiner;

7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc.;

8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages;

9. For the purpose of insuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;

10. The applicant or subsequent owner(s) shall comply with City of Sammamish Ordinance 2006-208 which contains provisions for the payment of Street Impact Fees."

Prior to Construction:

11. All construction and upgrading of public and private roads shall be done in accordance with the City of Sammamish Interim Public Works Standards (PWS). Compliance may result in reducing the number and/or location of lots as shown on the preliminary approved plat;

12. City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit) is required prior to initiation of any onsite construction;

13. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;

14. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;

15. Current City of Sammamish Standard Plan Notes and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;

16. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;

17. Replacement trees for the 3% (i.e. 9 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240;

Prior to recording:

18. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;

19. Half street frontage improvements per PWS.15.110 and consistent with PWS Table 1, Figure 01-05, and City Ordinance 2005-191 for a Local Road are required on 225th Ave SE. An additional 2-ft of paving shall be provided on the east side of the future road centerline in order to obtain 20-ft of paved drivable surface for 2-way traffic. Per PWS.15.100, if these half street frontage improvements have not been previously constructed in the last 10 years, these improvements shall be continued to the intersection of SE 32nd St;

20. All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191;

21. All proposed cul-de-sacs should be designed per Interim PWS.13.15.120, Figure 01-06, and Figure 02-33;

22. The applicant shall obtain the approval of the Fire Marshall certifying adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;

23. The Fire Marshall shall approve all permanent and temporary turn-a-rounds prior to Clear and Grade Permit issuance;

24. All new utility installation serving the subdivision within plat or along the frontage shall be underground;

25. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;

26. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements:

27. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;

28. Detention facilities for the project shall be provided to meet Level 2 Flow Control as specified by the 1998 King County Surface Water Design Manual for drainage to Laughing Jacobs Lake in the Laughing Jacobs Subbasin;

29. Water quality facilities for the project shall meet Sensitive Lake Protection Water Quality Treatment Menu and shall satisfy the requirements of the 1998 King County Surface Water Design Manual for drainage to Laughing Jacobs Lake in the Laughing Jacobs Subbasin;

30. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land or easement and shall be dedicated to the City of Sammamish for maintenance and operation at the time of final plat. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;

31. As specified in Section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs;

32. Recreational improvements shall be installed or a performance bond for recreational space improvements shall be posted prior to recording of the final plat;

33. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be submitted prior to or concurrent with the submittal of construction plans; for review and approval prior to final plat approval;

34. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards;

35. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;

36. Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt;

37. Walking access from the subject site to 224th Avenue SE to reach the school bus stop shall be provided prior to final plat approval. Access may be via the proposed Road A and the Laurel Hills 3 project to the west of the site and along the frontage of 224th Avenue SE or via 225th Avenue SE and improvements to SE 32nd Street;

Conditions to appear on the face of the final plat:

38. "For all lots containing or adjacent to infiltration or dispersion trenches, lots shall be graded such that top of trench is below bottom of foundation.";

39. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."

40. "If adequate fire access is not provided to the plat in accordance with Fire Department standards, then fire sprinklers approved by Eastside Fire and Rescue or its successor agency shall be required and a note to that effect placed on the final plat."

41. "*No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws*";

42. The Applicant shall comply with RCW 58.17.280, providing the appropriate *"addressing note"* with address ranges being on the final plat;

43. "*Future development Tracts A and B shall be held in private ownership. Tracts A and B shall not be considered buildable lots unless approved for building by the City of Sammamish or its successor agency."*

44. "*Maintenance and upkeep of the recreation space and/or landscaping space contained within Tracts C,D,E, and F shall be the responsibility of the Home Owners Association*"

45. *"Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240";*

46. *"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.";*

47. *On the face of the plat shall inscribe as appropriate either,* "*All road impact fees were paid at the time of final plat" or if the 30% deposit is paid at final plat: All lots are subject to a Street Impact Fee due at the time of building permit issuance per City of Sammamish Ordinance 2006-208."*

48. "*Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit*".

49. "*Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation*."; *and,*

50. *"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians";*

51. *"All lots are subject to a Parks Impact fee due at the time of residential building permit application or issuance using the Impact Fee rates in effect at that time."*

	DIVISION II		
#	Condition	Response	City Review/Approval
	GENERAL CONDITIONS:		
1	PER RCW 58.17.170 THE APPLICANT SHALL COMPLY WITH ALL COUNTY, STATE, AND FEDERAL RULES AND REGULATIONS IN EFFECT ON DECEMBER 29, 2005, THE VESTING DATE OF THE SUBJECT APPLICATION. HOWEVER, PLEASE NOTE THAT IF THE LEGISLATIVE BODY FINDS THAT A CHANGE IN CONDITIONS CREATES A SERIOUS THREAT TO THE PUBLIC HEALTH OR SAFETY IN THE SUBDIVISION, FUTURE DEVELOPMENT MAY BE SUBJECT TO UPDATED CONSTRUCTION CODES, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL FIRE CODE, AS AMENDED;	SATISFACTION OF ALL SUBSEQUENT CONDITIONS SATISFIES THIS CONDITION.	
2	PER SMC 19.40.040, PRELIMINARY PLAT APPROVAL SHALL BE NULL AND VOID IF ANY CONDITION IS NOT SATISFIED AND THE FINAL PLAT IS NOT RECORDED WITHIN THE APPROVAL PERIOD OF SIXTY (60) MONTHS; PROVIDED APPLICANT MAY FILE FOR AN EXTENSION AS PERMITTED BY CODE;	FINAL PLAT TO BE RECORDED IN LATE 2010 OR EARLY 2011.	
3	ALL CONSTRUCTION AND SITE DEVELOPMENT ACTIVITIES RELATED TO THE PLAT ARE PROHIBITED UNTIL THE PRELIMINARY DECISION BECOMES EFFECTIVE, AND ALL APPLICABLE PERMITS ARE RECEIVED;	CONSTRUCTION IS UNDER WAY.	
4	APPROVAL OF A PRELIMINARY PLAT DOES NOT IMPLY OR GUARANTEE APPROVAL OF ANY BUILDING PERMIT/S, ENGINEERING PLANS, AND/OR CLEARING AND GRADING PERMITS, BUT NOT LIMITED THERETO. ALL PERMIT REQUESTS WILL BE REVIEWED FOR COMPLIANCE WITH APPLICABLE CODES, ORDINANCES, LAWS, RULES, AND REGULATIONS;	PERMITS WILL BE APPLIED FOR.	
5	THE LAND USE DEVELOPMENT STANDARDS, AS SET FORTH IN SMC CHAPTER 21A, DEVELOPMENT CODE, SHALL BE INCLUDED ON BUILDING PERMIT APPLICATION SITE PLANS, AS LOT WIDTHS AND SETBACKS ARE VESTED AT THE TIME OF PRELIMINARY PLAT APPLICATION;	APPLICANT HAS REQUESTED ADMINISTRATIVE ADJUSTMENT OF SETBACKS	
6	THE PLAT CONFIGURATION SHALL BE DEVELOPED IN SUBSTANTIAL CONFORMANCE WITH THE SITE PLAN BY THE BLUELINE GROUP, RECEIVED JULY 18, 2006, SUBJECT TO APPLICABLE CONDITIONS OF APPROVAL SPECIFIED BY THE HEARINGS EXAMINER;	THE FINAL PLAT CONFIGURATION SUBSTANTIALLY MATCHES THE NOTED SITE PLAN.	
7	A HOMEOWNER'S ASSOCIATION OR OTHER WORKABLE ORGANIZATION SHALL BE LEGALLY ESTABLISHED TO PROVIDE FOR THE OWNERSHIP AND CONTINUED MAINTENANCE OF REQUIRED RECREATIONAL SPACE, AND OPEN SPACE TRACTS, ETC.;	A HOMEOWNERS ASSOCIATION HAS BEEN ESTABLISHED.	
8	STREET TREES SHALL BE PROVIDED PER CITY OF SAMMAMISH PWS.15 REQUIREMENTS AND LANDSCAPING SHALL BE REQUIRED CONSISTENT WITH SMC 21A.35.055 - LANDSCAPING DRAINAGE FACILITIES, AND SMC 21A.35.040 - LANDSCAPING STREET FRONTAGES;	STREET TREES AND LANDSCAPING ARE SHOWN IN THE APPROVED CONSTRUCTION PLAN SET.	

	DIVISION II		
#	Condition	Response	City Review/Approval
9	FOR THE PURPOSE OF INSURING COMPLIANCE WITH ALL CONDITIONS OF APPROVAL AND THE STANDARD REQUIREMENTS OF THE SMC, THE APPLICANT SHALL PROVIDE FINANCIAL GUARANTEES IN CONFORMANCE WITH SMC CHAPTER 27A, AND PWS CHAPTER 10.050(K). ALL IMPROVEMENTS REQUIRED PURSUANT TO THE PW STANDARDS, SMC, OR OTHER APPLICABLE REGULATIONS, MUST BE INSTALLED AND APPROVED, OR BONDED AS SPECIFIED FOR PLATS IN SMC 19.60, SUBDIVIDING PROCEDURE;	APPLICABLE BONDS ARE IN PLACE OR WILL BE POSTED AS REQUIRED.	
10	THE APPLICANT OR SUBSEQUENT OWNER(S) SHALL COMPLY WITH CITY OF SAMMAMISH ORDINANCE 2006-208 WHICH CONTAINS PROVISIONS FOR THE PAYMENT OF STREET IMPACT FEES."	STREET IMPACT FEES HAVE BEEN NOTED ON THE FINAL PLAT, SEE NOTE 8, SHEET 2.	
	PRIOR TO CONSTRUCTION:		
11	ALL CONSTRUCTION AND UPGRADING OF PUBLIC AND PRIVATE ROADS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAMMAMISH INTERIM PUBLIC WORKS STANDARDS (PWS). COMPLIANCE MAY RESULT IN REDUCING THE NUMBER AND/OR LOCATION OF LOTS AS SHOWN ON THE PRELIMINARY APPROVED PLAT;	CONSTRUCTION IS BEING CARRIED OUT PER THE APPROVED CONSTRUCTION DRAWING.	
12	CITY OF SAMMAMISH APPROVAL OF THE APPLICANT'S FINAL ENGINEERING (ISSUED IN THE FORM OF A CLEARING AND GRADING PERMIT, OR A BUILDING PERMIT) IS REQUIRED PRIOR TO INITIATION OF ANY ONSITE CONSTRUCTION;	PERMITS HAVE BEEN ISSUED.	
13	PER SMC 21A.25.190(6)(A.), ROCKERIES, RETAINING WALLS, OR SIMILAR STRUCTURES MAY PROJECT INTO OR BE LOCATED IN ANY SETBACK PROVIDED THESE STRUCTURES SHALL NOT EXCEED A HEIGHT OF MORE THAN SIX (6) FEET IN HEIGHT;	NO RETAINING STRUCTURES ARE PROPOSED.	
14	ALL TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLANS SHALL BE IN ACCORDANCE TO THE KING COUNTY SURFACE WATER DESIGN MANUAL (KCSWDM 1998) APPENDIX D FOR ALL EROSION AND SEDIMENT CONTROL STANDARDS. TESC PLANS SHOULD SHOW, AS A MINIMUM, CLEARING LIMITS, COVER MEASURES, PERIMETER PROTECTION (SILT FENCE), TRAFFIC AREA STABILIZATION, SEDIMENT RETENTION, SURFACE WATER CONTROL, AND DUST CONTROL. PLEASE NOTE THAT THE CITY PREFERS THE USE OF CATCH BASINS INSERTS FOR STORM WATER INLET PROTECTION;	TESC PLANS HAVE BEEN APPROVED.	
15	CURRENT CITY OF SAMMAMISH STANDARD PLAN NOTES AND EROSION AND SEDIMENT CONTROL (ESC) NOTES SHALL BE SHOWN ON THE ENGINEERING PLANS SUBMITTED FOR APPROVAL;	DONE. SEE APPROVED PLANS.	
16	TREE PROTECTION SHALL BE REQUIRED PER SMC 21A.35.230 - TREE PROTECTION STANDARDS. TREE PROTECTION SHALL BE CLEARLY IDENTIFIED ON THE PLANS SUBMITTED FOR THE CLEARING AND GRADING PERMIT OR BUILDING PERMIT;	DONE. SEE APPROVED PLANS.	
17	REPLACEMENT TREES FOR THE 3% (I.E. 9 TREES) OF THE ON-SITE SIGNIFICANT TREES NOT RETAINED SHALL BE IDENTIFIED ON THE CONSTRUCTION PLANS. REPLACEMENT TREES SHALL COMPLY WITH THE PROVISIONS OF SMC 21A.35.230 AND SMC 21A.35.240;	DONE. SEE APPROVED PLANS.	
	PRIOR TO RECORDING:		

	DIVISION II		
#	Condition	Response	City Review/Approval
18	IF THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT;	ALL REQUIRED SIGNATURES AND NOTARIES ARE ON SHEET 1 OF THE FINAL PLAT.	
19	HALF STREET FRONTAGE IMPROVEMENTS PER PWS.15.110 AND CONSISTENT WITH PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 2005-191 FOR A LOCAL ROAD ARE REQUIRED ON 225TH AVE SE. AN ADDITIONAL 2-FT OF PAVING SHALL BE PROVIDED ON THE EAST SIDE OF THE FUTURE ROAD CENTERLINE IN ORDER TO OBTAIN 20-FT OF PAVED DRIVABLE SURFACE FOR 2-WAY TRAFFIC. PER PWS.15.100, IF THESE HALF STREET FRONTAGE IMPROVEMENTS HAVE NOT BEEN PREVIOUSLY CONSTRUCTED IN THE LAST 10 YEARS, THESE IMPROVEMENTS SHALL BE CONTINUED TO THE INTERSECTION OF SE 32ND ST;	IMPROVEMENTS ON 225TH SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS.	
20	ALL INTERNAL ROADS SHOULD BE IMPROVED AS A LOCAL PUBLIC ROAD MEETING ALL REQUIREMENTS OF INTERIM PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 2005-191;	ALL INTERNAL ROADS SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS.	
21	ALL PROPOSED CUL-DE-SACS SHOULD BE DESIGNED PER INTERIM PWS.13.15.120, FIGURE 01-06, AND FIGURE 02-33;	THERE ARE NO PROPOSED CUL-DE-SACS	
22	THE APPLICANT SHALL OBTAIN THE APPROVAL OF THE FIRE MARSHALL CERTIFYING ADEQUACY OF THE FIRE HYDRANT(S), WATER MAIN(S), AND FIRE FLOW TO MEET CURRENT CODES PRIOR TO FINAL PLAT APPROVAL;	FIRE MARSHALL APPROVAL WILL BE RECEIVED PRIOR TO FINAL PLAT APPROVAL.	
23	THE FIRE MARSHALL SHALL APPROVE ALL PERMANENT AND TEMPORARY TURN-A-ROUNDS PRIOR TO CLEAR AND GRADE PERMIT ISSUANCE;	THERE ARE NO TURN-A-ROUNDS PROPOSED FOR THIS PLAT.	
24	ALL NEW UTILITY INSTALLATION SERVING THE SUBDIVISION WITHIN PLAT OR ALONG THE FRONTAGE SHALL BE UNDERGROUND;	NOTED.	
25	ALL UTILITIES WITHIN PROPOSED RIGHTS OF WAY MUST BE INCLUDED WITHIN A FRANCHISE AGREEMENT APPROVED BY THE CITY COUNCIL PRIOR TO FINAL PLAT RECORDING;	NOTED.	
26	SUITABLE RECREATION SPACE SHALL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF SMC 21A.30.160. AN OVERALL CONCEPTUAL RECREATION SPACE PLAN SHALL BE SUBMITTED WITH THE CLEARING AND GRADING PERMIT OR BUILDING PERMIT, FOR REVIEW AND APPROVAL BY THE CITY OF SAMMAMISH DEPARTMENT OF COMMUNITY DEVELOPMENT. THE PROPOSAL SHALL INCLUDE LOCATION, AREA, CALCULATIONS, DIMENSIONS, AND A DESCRIPTION OF GENERAL IMPROVEMENTS:	SUBMITTED AND APPROVED WITH THE CONSTRUCTION PLANS.	
27	DRAINAGE PLANS, TECHNICAL INFORMATION REPORTS, AND ANALYSIS SHALL COMPLY WITH THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL AND THE CITY OF SAMMAMISH STORMWATER MANAGEMENT COMPREHENSIVE PLAN;	ALL PLANS HAVE BEEN APPROVED.	
28	DETENTION FACILITIES FOR THE PROJECT SHALL BE PROVIDED TO MEET LEVEL 2 FLOW CONTROL AS SPECIFIED BY THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL FOR DRAINAGE TO LAUGHING JACOBS LAKE IN THE LAUGHING JACOBS SUBBASIN;	DETENTION POND DESIGN HAS BEEN APPROVED.	

	DIVISION II		
#	Condition	Response	City Review/Approval
29	WATER QUALITY FACILITIES FOR THE PROJECT SHALL MEET SENSITIVE LAKE PROTECTION WATER QUALITY TREATMENT MENU AND SHALL SATISFY THE REQUIREMENTS OF THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL FOR DRAINAGE TO LAUGHING JACOBS LAKE IN THE LAUGHING JACOBS SUBBASIN;	DETENTION POND DESIGN HAS BEEN APPROVED.	
30	ANY SURFACE WATER MANAGEMENT FACILITIES REQUIRED FOR THIS SUBDIVISION SHALL BE CONTAINED WITHIN A SEPARATE TRACT OF LAND OR EASEMENT AND SHALL BE DEDICATED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION AT THE TIME OF FINAL PLAT. THE SIZE OF THE PROPOSED DRAINAGE TRACTS MAY HAVE TO INCREASE TO ACCOMMODATE THE REQUIRED DETENTION STORAGE VOLUMES AND WATER QUALITY FACILITIES;	THE DETENTION POND IS LOCATED WITHIN TRACT E AND IS BEING DEDICATED TO THE CITY OF SAMMAMISH VIA THE FINAL PLAT.	
31	AS SPECIFIED IN SECTION 5.1 OF THE KCSWDM MANUAL, STORMWATER FROM ROOF DRAINS SHALL BE INFILTRATED, DISPERSED, OR CONNECTED TO THE STORM SYSTEM WITH A PERFORATED STUB-OUT CONNECTION. THE FEASIBILITY OF THE SELECTED OPTION SHALL BE EVALUATED DURING FINAL ENGINEERING. THE RESULTING REQUIREMENT SHALL BE INCLUDED ON THE FINAL PLAT MAP TO ENSURE COMPLIANCE. NO REDUCTION IN FLOW CONTROL FACILITY IS GIVEN FOR PERFORATED STUB-OUTS;	ROOF DRAINS SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION DRAWINGS.	
32	RECREATIONAL IMPROVEMENTS SHALL BE INSTALLED OR A PERFORMANCE BOND FOR RECREATIONAL SPACE IMPROVEMENTS SHALL BE POSTED PRIOR TO RECORDING OF THE FINAL PLAT;	NOTED.	
33	THE SUBDIVISION SHALL BE LANDSCAPED PURSUANT TO SMC 21A.35, AND PWS.15 ARTICLE VII REQUIREMENTS. LANDSCAPE PLANS SHALL BE SUBMITTED PRIOR TO OR CONCURRENT WITH THE SUBMITTAL OF CONSTRUCTION PLANS; FOR REVIEW AND APPROVAL PRIOR TO FINAL PLAT APPROVAL;	LANDSCAPE PLANS HAVE BEEN APPROVED.	
34	ALL NEW STREET CONSTRUCTION FOR THE PLAT SHALL INCLUDE ILLUMINATION PER ARTICLE 5 OF THE CITY OF SAMMAMISH INTERIM PUBLIC WORKS STANDARDS;	STREET LIGHTING SHALL BE INSTALLED PER THE APPROVED CONSTRUCTION DRAWINGS.	
35	TREES RETAINED PER SMC 21A.35.210 SHALL BE IDENTIFIED ON THE FACE OF THE FINAL PLAT FOR RETENTION. TREES SHALL BE TAGGED IN THE FIELD AND REFERENCED ON THE FACE OF THE FINAL PLAT WITH THE APPLICABLE TAG NUMBER. TREES RETAINED AS PART OF THE PRELIMINARY PLAT SHALL BE SUBJECT TO THE REPLACEMENT REQUIREMENTS OF SMC 21A.35.240 IN THE EVENT THAT A TREE MUST BE REMOVED FOLLOWING FINAL PLAT APPROVAL;	RETAINED TREES HAVE BEEN SHOWN AND THEIR TAG NUMBERS NOTED ON THE FACE OF THE FINAL PLAT ON SHEET 7.	
36	PRIOR TO FINAL PLAT APPROVAL, ALL PUBLIC STORMWATER FACILITIES SHALL BE CONSTRUCTED AND IN FULL OPERATION. THESE FACILITIES SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM, DETENTION, WATER QUALITY, AND ANY REQUIRED MONITORING FACILITIES. THE CONVEYANCE SYSTEM SHALL INCLUDE ALL DRAINAGE STRUCTURES, PIPING, DITCHING, CURB, GUTTER, AND ROAD PAVING WITH THE EXCEPTION OF THE FINAL LIFT OF ASPHALT;	CONSTRUCTION APPROVAL OR ADEQUATE BONDS WILL BE IN PLACE PRIOR TO FINAL PLAT APPROVAL.	

	DIVISION II		
#	Condition	Response	City Review/Approval
37	WALKING ACCESS FROM THE SUBJECT SITE TO 224TH AVENUE SE TO REACH THE SCHOOL BUS STOP SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL. ACCESS MAY BE VIA THE PROPOSED ROAD A AND THE LAUREL HILLS 3 PROJECT TO THE WEST OF THE SITE AND ALONG THE FRONTAGE OF 224TH AVENUE SE OR VIA 225TH AVENUE SE AND IMPROVEMENTS TO SE 32ND STREET;	SIDEWALK TO BE CONSTRUCTED ALONG THE EAST SIDE OF 223RD AND SOUTH SIDE OF SE 32ND.	
	CONDITIONS TO APPEAR ON THE FACE OF THE FINAL PLAT:		
38	"FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.";	SEE NOTE 3, SHEET 2, FINAL PLAT.	
39	"METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED."	SEE NOTE 1, SHEET 2, FINAL PLAT.	
40	"IF ADEQUATE FIRE ACCESS IS NOT PROVIDED TO THE PLAT IN ACCORDANCE WITH FIRE DEPARTMENT STANDARDS, THEN FIRE SPRINKLERS APPROVED BY EASTSIDE FIRE AND RESCUE OR ITS SUCCESSOR AGENCY SHALL BE REQUIRED AND A NOTE TO THAT EFFECT PLACED ON THE FINAL PLAT."	NO SPRINKLERS REQUIRED.	
41	"NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS";	SEE NOTE 4, SHEET 2, FINAL PLAT.	
42	THE APPLICANT SHALL COMPLY WITH RCW 58.17.280, PROVIDING THE APPROPRIATE "ADDRESSING NOTE" WITH ADDRESS RANGES BEING ON THE FINAL PLAT;	SEE NOTE 5, SHEET 2, FINAL PLAT.	
43	"FUTURE DEVELOPMENT TRACTS A AND B SHALL BE HELD IN PRIVATE OWNERSHIP. TRACTS A AND B SHALL NOT BE CONSIDERED BUILDABLE LOTS UNLESS APPROVED FOR BUILDING BY THE CITY OF SAMMAMISH OR ITS SUCCESSOR AGENCY."	NO FUTURE DEVELOPMENT TRACTS ARE PROPOSED.	
44	"MAINTENANCE AND UPKEEP OF THE RECREATION SPACE AND/OR LANDSCAPING SPACE CONTAINED WITHIN TRACTS C,D,E, AND F SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION"	SEE NOTE 6, SHEET 2, FINAL PLAT.	
45	"TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240";	SEE NOTE 7, SHEET 2, FINAL PLAT.	

	DIVISION II		
#	Condition	Response	City Review/Approval
46	"ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH." THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.";	SEE NOTE 2, SHEET 2, FINAL PLAT.	
47	ON THE FACE OF THE PLAT SHALL INSCRIBE AS APPROPRIATE EITHER, "ALL ROAD IMPACT FEES WERE PAID AT THE TIME OF FINAL PLAT" OR IF THE 30% DEPOSIT IS PAID AT FINAL PLAT: ALL LOTS ARE SUBJECT TO A STREET IMPACT FEE DUE AT THE TIME OF BUILDING PERMIT ISSUANCE PER CITY OF SAMMAMISH ORDINANCE 2006-208."	SEE NOTE 8, SHEET 2, FINAL PLAT.	
48	"PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT".	SEE NOTE 11, SHEET 2, FINAL PLAT.	
49	"PER CHAPTER PWS.20, THE SURFACE WATER MANAGEMENT FACILITY TO BE CONSTRUCTED WITHIN TRACT G THIS SUBDIVISION SHALL BE DEDICATED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION."; AND,	SEE NOTE 12, SHEET 2, FINAL PLAT.	
50	"MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS";	SEE NOTE 13, SHEET 2, FINAL PLAT.	
51	"ALL LOTS ARE SUBJECT TO A PARKS IMPACT FEE DUE AT THE TIME OF RESIDENTIAL BUILDING PERMIT APPLICATION OR ISSUANCE USING THE IMPACT FEE RATES IN EFFECT AT THAT TIME."	SEE NOTE 9, SHEET 2, FINAL PLAT.	

BEFORE THE HEARING EXAMINER FOR THE CITY OF SAMMAMISH

Application of Pacific Properties	**)**	**File No. PLN2006-00066**
for Approval of	**)**	**ORDER ON RECONSIDERATION**
The Laurel Hills III Subdivision	**)**	

On July 3, 2007 the Hearing Examiner issued Findings of Fact, Conclusions of Law and Decision approving the preliminary plat of Laurel Hills Division III, subject to conditions. The plat, located on 223rd Avenue SE south of SE 32nd Street will provide twenty- four (24) single-family residential lots, two open space tracts, a recreation tract and a critical areas tract. Access to the plat will be from SE 32nd Street and 223rd Avenue SE, a private street available to and maintained by abutting property owners. 223rd Street SE will be widened to 20 feet by the dedication of 18 feet of Applicant's property. This and an additional 2 feet of the existing private street will be improved with 20 feet of asphalt. A hammerhead turnaround is planned for Tract H which lies south of lot 18. In addition, the City has required full half street frontage improvements on 223rd Avenue SE for some 60 feet past Tract H .

On July 24, 2007, the Examiner received a joint request for reconsideration from Barbara A. Thorne and Christopher L. Mayhall and from William N. and Lorna M. Taylor. They object to the requirement that half street improvements will be required south of the hammerhead turnaround on Tract H. Their reasons for the objection are that the street here straddles a wetland where wildlife travels frequently and freely. As it now exists, 223rd Avenue SE is only 15 feet wide here, has no outlet, and serves only a small number of homes. Improvement of the street south of the turnaround would mislead motorists into believing that there was or could be more development there, when in fact there are no more lots in the plat there and they would have to trespass onto private property in order to turn around and return to the north.

Pacific Properties supports the request for reconsideration. It agrees that termination of the street improvement at the turnaround would make it less likely for unintended traffic to go beyond the turnaround. . Signage there could indicate that the city street is at an end. It also suggests that requiring this part of the improvement lacks

any nexus to the plat, and notes that it has already agreed to improve an off-site portion of SE 32nd street in trade for the majority of the frontage improvement that would be eliminated.

The request for reconsideration should be granted. The circumstances here are unique. There is no issue now of connectivity to other neighborhoods. This neighborhood is hemmed in for the foreseeable future because of existing wetlands and the fenced Providence Point community to the east and south. Improvement of 223rd Avenue SE beyond the turnaround would serve no useful purpose as no homes are to be constructed there and motorists could be misled. The residents have supplied good reasons to terminate the improvement at Tract H.

NOW, THEREFORE, it is ordered, that the conditions for approval of Laurel Hills III are amended to provide that half street improvements of 223rd Avenue SE shall terminate immediately south of the hammerhead turnaround. The City shall direct the placement of signs to guide motorists at this location, indicating that the City street is at an end. .

Done this 10th day of August, 2007

Gordon F. Crandall

CITY OF SAMMAMISH
HEAR ING EXAMINER

Application of Laurel Hills Partners	**)**	**File No. PLN2006-00066**
For Approval of the Laurel Hills Division	**)**	**FINDINGS OF FACT**
III Subdivision	**)**	**CONCLUSIONS OF LAW**
	)	**AND DECISION**

DECISION

The preliminary plat of the Laurel Hills Division III subdivision is approved, subject to conditions set forth in attachment B.

INTRODUCTION

The application of Laurel Hills Partners for approval of preliminary plat of Laurel Hills Division III came on for hearing before Gordon F. Crandall, Hearing Examiner, on June 13, 2007 at 7:00 pm. The hearing was held at City Hall. Evan Maxim, Senior Planner, presented the Staff Report Recommendation to the Hearing Examiner. Bill Dunlap of Pacific Properties represented Applicant.

The following person testified under oath:

Evan Maxim,	Senior Planner
Tawni Hoang	Development Review Engineer
Eric LaFrance	Drainage Engineer
William W. Dunlap, Jr.	Pacific Properties
Vincent J. Geglia	TraffEx
Barbara Thorne	3626 223rd Avenue SE
Barbara Benson	3305 223rd Avenue SE

Bob Mullen	22210 SE 38th Street
Marla Miller	3831 221st Avenue SE
Lee Andrews	223rd Avenue SE
Bill Taylor	3604 223rd Avenue SE
Lorna Taylor	3604 223rd Avenue SE

The following exhibits were offered and admitted:

1. Staff Report Recommendation to the Hearing Examiner
2. City's proposed revised conditions
3. Site Plan Set
4. SEPA Determination of Non-Significance
5. Affidavit of Posting
6. Affidavit of Mailing
7. Correspondence Packet
8. CD Correspondence
9. Traffic Impact Anlaysis
10. Level 1 Downstream Analysis

At the conclusion of the hearing at 8:45 pm, the Examiner invited members of the public who attended the hearing to submit a brief summary of their comments to the examiner by June 18, 2007. Applicant was permitted to respond to the public comments in writing, and did so. Written memoranda were received from: Charles Mullen Jr., Cindy Jorgenson, Lee Andrews, Barbara Benson, Chris Mayhall and Barb Thorne.

A letter was also received from Johns, Monroe, Mitsunaga (Duana Koloušková) whose client has submitted an application for a subdivision on the west side of 223rd Avenue SE. The client attended the hearing.

The record of the hearing was then closed.

FINDINGS OF FACT

1. Laurel Hills Partners (Applicant) proposes to develop a subdivision with 24 single-family residential lots, two open-space tracts, a recreational tract and a critical areas tract. The site is on 223rd Avenue SE south of SE 32nd street. A copy of the site plan is attached as attachment A.
2. The site contains 10.81 acres, and is designated in the Comprehensive Plan for urban residential uses with four (4) dwelling units to the acre. The site is zoned R-4, as are all other sites in the immediate vicinity.
3. A SEPA Determination of Non-Significance (DNS) was issued on for the proposal on May 9, 2007. There was no appeal.
4. Applicant will be required to pay impact fees for traffic, schools and parks, and a surface water system charge for each new dwelling unit.
5. The site contains a category 2 wetland which will require a 75-foot buffer. Stormwater will be collected and conveyed to a detention pond established for Laurel Hills Div II.
6. Notice of the application and the public hearing was given as required by ordinance, although the large sign on 223rd Avenue SE was lying on its side on the date of the hearing. City staff indicated that they check the notices from time to time and restore conforming signs.
7. Applicant will provide approximately 1.06 acres of open space and park areas.
8. Applicant will retain 66 significant trees, which is slightly less than the 25% minimum. The difference will be made up during plat construction by replacement trees at a ratio between 4:1 and 8:1.
9. Frontage improvements including sidewalks will provide safe walking conditions for students who walk to the schools on the east side of 228th Avenue SE, and will also provide a safe waiting area for the school bus.
10. Access to the site will be from SE 32nd Street and 223rd Avenue SE. 223rd Avenue SE is currently a private street, available to and maintained by abutting property owners. Applicant will construct half street improvements to local road standards; 18 feet of

asphalt on Applicant's property plus two feet of the existing easement. The City has approved the proposal as to traffic concurrency.

11. Water and sewer services are available from Sammamish Plateau Water and Sewer District.
12. The public comments at the public hearing were extensive, and were supplemented by written summaries. The comments were as follows:
    - Close road A at 223rd Avenue SE and construct a cul de sac
    - Do not permit heavy equipment on 223rd Avenue SE, a private street maintained by abutting property owners
    - Limit hours of construction to 8:00 am-6:00 pm, not 7:00 am-8:00 pm
    - Do not permit workmen to park on 223rd Avenue SE
    - Do not remove the pine tree in 223rd Avenue SE
    - No sidewalk on west side of 223rd Avenue SE
    - Protect waterline in 223rd Avenue SE from damage, and make prompt repairs
    - No glaring streetlights on 223rd Avenue SE
    - Control blowing dirt
    - No Sanicans on 223rd Avenue SE
    - Study stormwater drainage on 223rd Avenue SE
    - Use low impact development techniques
    - Stop the sidewalk at the hammerhead turn around

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

CONCLUSIONS OF LAW

1. The Hearing Examiner is authorized by the Sammamish Municipal Code (SMC) to hear and decide an application for a preliminary plat, subject to appeal to Superior Court. SMC Ch 20.24; Section 20.20.020.

2. RCW 58.17.110 identifies the factors to be considered in evaluating an application for a preliminary plat.

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

a. Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and

b. The public use and interest will be served by platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication makes such appropriate provisions and that the public use and interest will be served then the legislative body shall approve the proposed subdivision and dedication.

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

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

Frontage on high volume traffic ways shall be provided with parallel service streets or other appropriate medium of access. 19.20.050

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

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

Plats of four or more lots shall provide recreational space. 19.20.110 All plats shall conform to the uses, density, dimensional and other standards of the City's development code. 19.20.120.

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

4. Taking the citizen comments summarized in Finding of Fact 12 in order:

- Road A should not become a cul de sac. It is necessary for circulation so that residents of Laurel Hills III will be able to exit the subdivision onto 223rd Avenue SE, which will have frontage improvements located almost exclusively on Applicant's property.
- Applicant has agreed that heavy equipment will not use 223rd Avenue SE except when needed for improvement of that street. A condition to such effect will be added.
- There is no justification for limiting the hours of construction beyond those provided in the Noise Ordinance.
- Workmen should not park on 223rd Avenue SE. A condition to such effect will be added.
- The lone pine tree at the intersection of 223rd Avenue SE and SE 32nd Street is a neighborhood landmark and the Examiner agrees that it should be saved if at all possible. City standards, however, may preclude the tree from remaining in the street when Applicant dedicates 30 feet of its property for the street. It will be the City Engineer's responsibility to determine whether it can be retained Applicant has indicated its willingness to "look further into the viability of saving the tree during the final Engineering design phase of the subdivision.".
- No sidewalk is proposed on the west side of 223rd Avenue SE.
- Applicant understands that there are utilities in 223rd Avenue SE and has promised to do its best to keep services open during construction. Applicant

encourages the property owners on that street to contact it during construction if there is something that they feel it needs to address.

- Street lighting is not required on local streets such as 223rd Avenue SE, but both Applicant and the City may want to provide it for safety. Full cutoff fixtures can be used to prevent glare from reaching adjoining properties.
- Applicant is required by City ordinance to control erosion, including blowing dust.
- Sanicans should not be located on 223rd Avenue SE opposite private homes. A condition requiring them to be located within the project will be added.
- A Level 1 downstream analysis was prepared by the Blue Line Group, a professional engineering firm. The stormwater path was examined from the site to a location approximately 200 feet east of 228th Street SE. Runoff from the site, the report states, flows south into a wetland system located at the south end of the site. There are two distinct wetland areas here that are connected by an 8" culvert, and runoff from the west pond is conveyed to the east and eventually under 228th Avenue SE to Laughing Jacobs Lake. Questions were raised as to whether there was any stormwater flow from the site to the west Applicant has been advised of this by an affected property owner and as development plans are prepared, further analysis will be required before the subdivision can be constructed. Property owners should remain alert to assure that their concerns are addressed during this period.
- A request that Applicant employ "low impact development techniques" asks more of the developer than City laws require. City laws would have to change before Applicant could be required to comply with this request.
- The request that the sidewalk end at the hammerhead should be denied. As this area is developed, sidewalks provide safety for pedestrians who have a perfect right to walk on the road adjacent to the plat.

5. Staff has analyzed the proposal against City standards and has recommended approval, subject to conditions. The Examiner is satisfied that with additional conditions mentioned in Conclusion of Law 4 the plat should be approved.

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

DECISION

The preliminary plat of the Laurel Hills III subdivision is approved, subject to the conditions attached hereto as Attachment B.

DONE this 3rd day of July, 2007

Gordon F. Crandall
Hearing Examiner

RECONSIDERATION

Any final action by the Hearing Examiner may be reconsidered by the Examiner if:

1. The action was based in whole or in part on erroneous facts or information;

2. The action when taken failed to comply with existing laws or regulations applicable thereto;

3. An error of procedure occurred which prevented consideration of the interests of persons directly affected by the action.

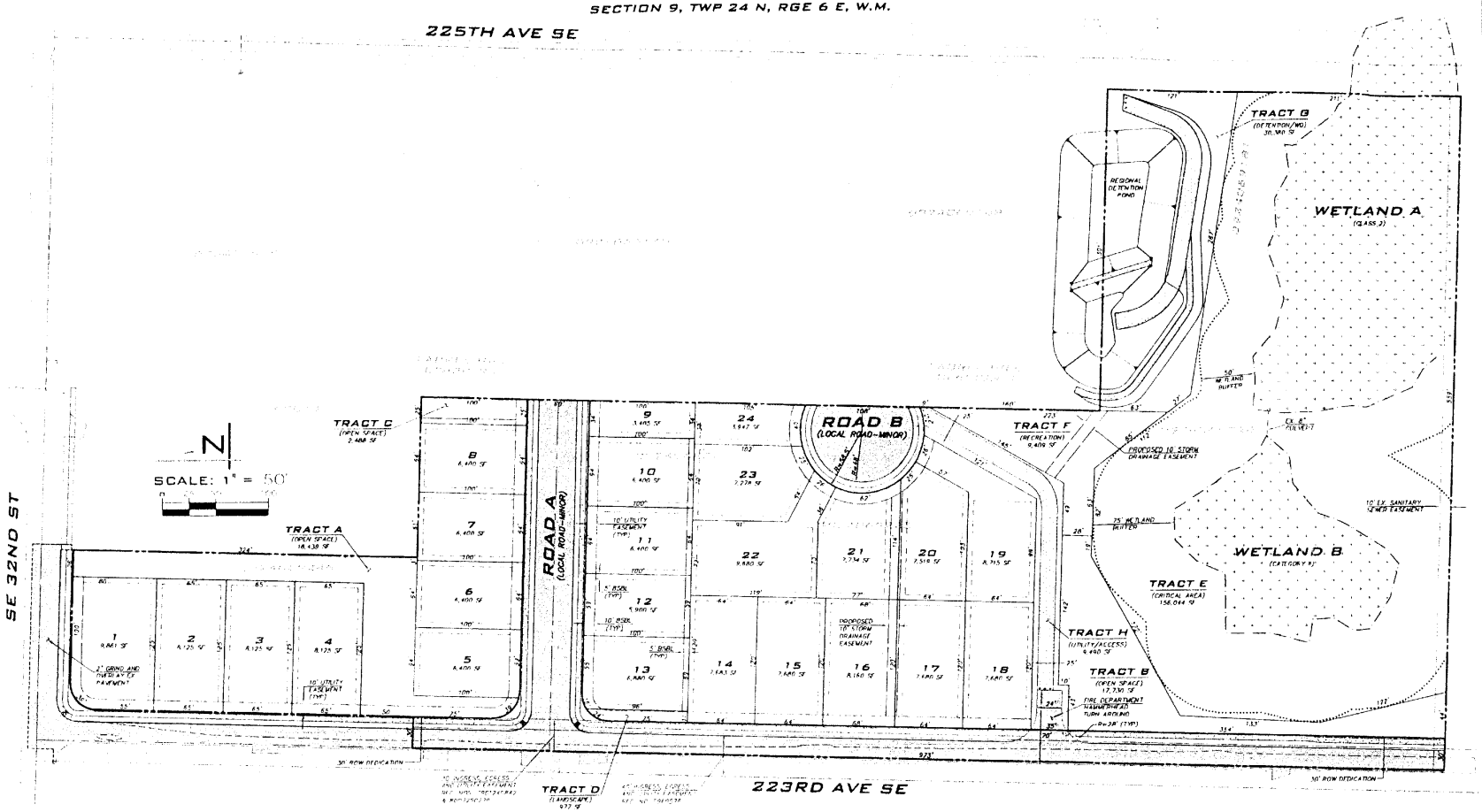
The Examiner shall reconsider a final decision pursuant to the rules of the Hearing Examiner

NOTICE OF RIGHT OF APPEAL

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

ATTACHMENT A
Exhibit A

SECTION 9, TWP 24 N, RGE 6 E, W.M.



SITE DATA

PARKING	A MINIMUM OF 4 OFF-STREET PARKING SPACES WILL BE PROVIDED AT EACH RESIDENCE (2 CAR GARAGES MINIMUM AND 2 SPACES PER DRIVEWAY).
LIGHTING	FINAL DESIGN TO BE PROVIDED DURING FINAL ENGINEERING PLAN REVIEW
SENSITIVE AREAS	THERE ARE TWO WETLANDS AND ASSOCIATED BUFFERS
ADJACENT LAND USE	ADJACENT DEVELOPMENTS TO THE NORTH, EAST AND WEST ARE SINGLE FAMILY RESIDENCES. PROPERTY TO THE SOUTH IS MULTI FAMILY
IMPERVIOUS SURFACES	LOTS @ 55% 92,440 SF PAVEMENT: 43,473 SF SIDEWALK: 11,060 SF TOTAL: 146,973 SF
NOTE	SITE CURRENTLY HAS 3 EXISTING HOUSES AND ASSOCIATED OUT BUILDINGS.

NOTE:
INTERIOR SETBACKS ARE SHOWN AT 5' AND WILL COMPLY WITH SMC 21A.25.155

4/9/07

THE BLUE LINE GROUP
20 CENTRAL WAY, SUITE 100
KIRKLAND, WA 98033
P: 425.216.4061 F: 425.216.4062
WWW.THEBLUELINEGROUP.COM

SCALE
HORIZ: 1"=50' VERT: N/A
PROJECT MANAGER
BRIAN J. BARROW, PE
DESIGNED BY
BEN T. BUTKOWSKI
DRAWN BY
CHRISTOPHER WISCOMB
PLOT DATE
4/23/2007

NO	DATE	BY	REVISIONS
1	1/16/07	BTB	REVISED PER 1ST OF SAMMAMISH COMMENTS
2	4/9/07	BTB	REVISED PER 2ND OF SAMMAMISH COMMENTS

SITE PLAN
LAUREL HILL DIV III
CITY OF SAMMAMISH, WASHINGTON

JOB NUMBER: 06-056
SHEET NAME: SP-01
SHT 2 OF 4

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1. Per RCW 58.17.170 the Applicant shall comply with all county, state, and federal rules and regulations in effect on August 9, 2006, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended;

2. Per SMC 19.40.040, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of sixty (60) months; provided Applicant may file for an extension as permitted by code;

3. All construction and site development activities related to the plat are prohibited until the preliminary decision becomes effective, and all applicable permits are received;

4. Approval of a preliminary plat does not imply or guarantee approval of any building permit/s, engineering plans, and/or clearing and grading permits, but not limited thereto. All permit requests will be reviewed for compliance with applicable codes, ordinances, laws, rules, and regulations; compliance may result in the reduction in the number and location of lots as shown on the preliminary plat;

5. The land use development standards, as set forth in SMC Chapter 21A, Development Code, shall be included on building permit application site plans, as lot widths and setbacks are vested at the time of preliminary plat application;

6. The plat configuration shall be developed in substantial conformance with the Site Plan sheets 1 through 4 by The Blueline Group, received June 12, 2007, together with the proposed landscaping plan sheets L1-L2, dated August 9, 2006 (Exhibit 2), subject to applicable conditions of approval specified by the Hearings Examiner;

7. A homeowner's association or other workable organization shall be legally established to provide for the ownership and continued maintenance of required recreational space, and open space tracts, etc;

8. Street trees shall be provided per City of Sammamish PWS.15 requirements and landscaping shall be required consistent with SMC 21A.35.055 – Landscaping Drainage Facilities, and SMC 21A.35.040 – Landscaping Street Frontages;

9. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Applicant shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure;

10. The applicant or subsequent owner(s) shall comply with the payment of Street Impact Fees in accordance to City of Sammamish Ordinance O2006-208.

11. Development impacts to critical areas or critical areas buffers are subject to the provisions of SMC 21A.50, including required mitigation. All expected impacts to critical areas and critical area buffers shall be identified through the final engineering review process together with the mitigation consistent with SMC 21A.50;

12. Per SMC21A.50.300(7)c: "Use of a wetland buffer for a surface water management activity or facility, other than a flow control or water quality treatment facility, such as an energy dissipater and associated pipes, may be allowed only if the applicant demonstrates to the satisfaction of the department, that: (i) No reasonable alternative exists; and (ii) The functions of the buffer of the wetland are not adversely affected." The Applicant shall relocate or resize detention tract if unable to demonstrate that dispersion trench is necessary in the wetland buffer;

Prior to Construction:

13. All internal roads should be improved as a local public road meeting all requirements of Interim PWS Table 1, Figure 01-05, and City Ordinance 2005-191;

14. City of Sammamish approval of the applicant's final engineering (issued in the form of a clearing and grading permit, or a building permit and a right-of-way use permit) is required prior to initiation of any onsite construction;

15. Per SMC 21A.25.190(6)(a.), rockeries, retaining walls, or similar structures may project into or be located in any setback provided these structures shall not exceed a height of more than six (6) feet in height;

16. Per SMC16.210.195, building permits shall be obtained for all rockeries or retaining walls with heights of 4-ft or greater as measured from the bottom of the footing to the top of the wall, or any size walls supporting any surcharge load;

17. All temporary erosion and sediment control (TESC) plans shall be in accordance to the King County Surface Water Design Manual (KCSWDM 1998) Appendix D for all erosion and sediment control standards. TESC plans should show, as a minimum, clearing limits, cover measures, perimeter protection (silt fence), traffic area

stabilization, sediment retention, surface water control, and dust control. Please note that the City prefers the use of catch basins inserts for storm water inlet protection;

18. Current City of Sammamish Standard Plan General Notes, Roadway Notes, Drainage Notes, and Erosion and Sediment Control (ESC) Notes shall be shown on the Engineering Plans submitted for approval;

19. Tree protection shall be required per SMC 21A.35.230 – Tree Protection Standards. Tree protection shall be clearly identified on the plans submitted for the clearing and grading permit or building permit;

20. Replacement trees for the 0.6% (i.e. 2 trees) of the on-site significant trees not retained shall be identified on the construction plans. Replacement trees shall comply with the provisions of SMC 21A.35.230 and SMC 21A.35.240;

Prior to recording:

21. If the plat is subject to a dedication, the certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat;

22. The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. Prior to final plat, the applicant shall pay one half of the required school impact fee, together with an administrative fee;

23. The jurisdictional water and sewer district shall certify the adequacy of the fire hydrant(s), water main(s), and fire flow to meet current codes prior to final plat approval;

24. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County;

25. Prior to final plat, temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the Applicant but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City PW Department when signing is needed and the Applicant will be billed upon completion. Street designation signs shall display street name or number;

26. Half street frontage improvements per PWS.15.110 and consistent with PWS Table 1, Figure 01-05, and City Ordinance 2005-191 for a Local Road are required on 223rd Ave SE. If not previously paved with asphalt, an additional 2-ft of asphalt paving shall be provided on the west side of the future road centerline in order to obtain 20-ft of paved drivable surface for 2-way traffic;

27. Half street frontage improvements per PWS.15.110 and consistent with PWS Table 1, Figure 01-05, and City Ordinance 2005-191 for a Local Road are required on SE 32nd Street;

28. Offsite improvements per PWS.15.100 are required on SE 32nd St along the frontage of Parcel No 0924069014. Half street frontage improvements consistent with PWS Table1, Figure 01-05 and City Ordinance O2005-191 for a local road are required along the frontagel

29. All cul-de-sacs should be designed per Interim PWS.15.120 and Figure 02-33, unless otherwise modified by Fire Department requirements;

30. Temporary hammerhead turn-around is required adjacent to Lot 18 and shall be designed to meet 2003 Fire Code Appendix D;

31. Unless otherwise approved by the City, a root barrier will be required for all trees adjacent to paved areas. Grass in the planter strip is not consistent with PWS.15.520 which calls for shrubs;

32. The Fire Marshall shall approve all permanent and temporary turn-a-rounds and certify the fire hydrant locations prior to Clear and Grade Permit issuance;

33. All new utility installation serving the subdivision within plat or along the frontage shall be underground;

34. All utilities within proposed rights of way must be included within a franchise agreement approved by the City Council prior to Final Plat recording;

35. Suitable recreation space shall be provided consistent with the requirements of SMC 21A.30.160. An overall conceptual recreation space plan shall be submitted with the clearing and grading permit or building permit, for review and approval by the City of Sammamish Department of Community Development. The proposal shall include location, area, calculations, dimensions, and a description of general improvements;

36. Drainage plans, Technical Information Reports, and analysis shall comply with the 1998 King County Surface Water Design Manual and the City of Sammamish Stormwater Management Comprehensive Plan;

37. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. The size of the proposed drainage tracts may have to increase to accommodate the required detention storage volumes and water quality facilities;

38. As specified in Section 5.1 of the KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection. The feasibility of the selected option shall be evaluated during final engineering. The resulting requirement shall be included on the final plat map to ensure compliance. No reduction in flow control facility is given for perforated stub-outs;

39. Street trees shall be provided per City of Sammamish Interim PWS 15.520;

40. Recreational improvements shall be installed, or a performance bond for recreational space improvements shall be posted, prior to recording of the final plat;

41. The subdivision shall be landscaped pursuant to SMC 21A.35, and PWS.15 Article VII requirements. Landscape plans shall be concurrent with the submittal of construction plans; for review and approval prior to final plat approval;

42. All new street construction for the plat shall include illumination per Article 5 of the City of Sammamish Interim Public Works Standards. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development;

43. Trees retained per SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval;

44. Prior to final plat approval, all public stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt;

Conditions to appear on the face of the final plat:

45. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they

are treated to prevent metal leaching and sealed such that contact with storm water is prevented."

46. *"All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved Construction Drawing on file with the City of Sammamish." This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."*

47. *"For all lot _____, which contain or are adjacent to infiltration or dispersion trenches, these lots shall be graded such that top of trench is below bottom of foundation."*

48. "*No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws*";

49. The Applicant shall comply with RCW 58.17.280, providing the appropriate *"addressing note"* with address ranges being on the final plat;

50. "*Maintenance and upkeep of the recreation space, open space, and sensitive areas tracts shall be the responsibility of the Home Owners Association";*

51. *"Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240";*

52. The applicant shall include a note regarding the payment of all traffic impact fees on the subject site consistent with Ordinance O2006-208. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.

53. *"The proposed subdivision is subject to school impact fees for Issaquah School District, consistent with SMC 21A.105. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee";*

54. *"The proposed subdivision is subject to parks impact fees, consistent with SMC 14A.20, which shall be paid at the time of building permit issuance together with an administrative fee";*

55. "*Per City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit*".

56. "*Per Chapter PWS.20, the Surface Water Management Facility to be constructed within Tract G this subdivision shall be dedicated to the City of Sammamish for maintenance and operation*."; *and,*

57. *"Maintenance of landscape strips separating the sidewalk from the roadway, planter islands, and/or planted medians shall be the responsibility of the Homeowners Association. If the maintenance responsibilities are not addressed in the Homeowners Association covenants and restrictions, then the abutting property owner shall be responsible for the maintenance. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians";*

Additional Conditions:

58. *Prior to final plat approval, a licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public*

59. *Consistent with the approved preliminary site plan, 30-ft of ROW dedication is required along the plat frontage with 223rd Ave SE*

60. *Heavy equipment shall not use 223rd Avenue, except when needed to construct the frontage improvements on that street.*

61. *Workmen shall not be permitted to park on 223rd Avenue SE.*

62. *Sanicans shall be located within the project area, and not on abutting streets*

	DIVISION III		
#	Condition	Response	City Review/Approval
	GENERAL CONDITIONS:		
1	PER RCW 58.17.170 THE APPLICANT SHALL COMPLY WITH ALL COUNTY, STATE, AND FEDERAL RULES AND REGULATIONS IN EFFECT ON DECEMBER 29, 2005, THE VESTING DATE OF THE SUBJECT APPLICATION. HOWEVER, PLEASE NOTE THAT IF THE LEGISLATIVE BODY FINDS THAT A CHANGE IN CONDITIONS CREATES A SERIOUS THREAT TO THE PUBLIC HEALTH OR SAFETY IN THE SUBDIVISION, FUTURE DEVELOPMENT MAY BE SUBJECT TO UPDATED CONSTRUCTION CODES, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL FIRE CODE, AS AMENDED;	SATISFACTION OF ALL SUBSEQUENT CONDITIONS SATISFIES THIS CONDITION.	
2	PER SMC 19.40.040, PRELIMINARY PLAT APPROVAL SHALL BE NULL AND VOID IF ANY CONDITION IS NOT SATISFIED AND THE FINAL PLAT IS NOT RECORDED WITHIN THE APPROVAL PERIOD OF SIXTY (60) MONTHS; PROVIDED APPLICANT MAY FILE FOR AN EXTENSION AS PERMITTED BY CODE;	FINAL PLAT TO BE RECORDED IN LATE 2010 OR EARLY 2011.	
3	ALL CONSTRUCTION AND SITE DEVELOPMENT ACTIVITIES RELATED TO THE PLAT ARE PROHIBITED UNTIL THE PRELIMINARY DECISION BECOMES EFFECTIVE, AND ALL APPLICABLE PERMITS ARE RECEIVED;	CONSTRUCTION IS UNDER WAY.	
4	APPROVAL OF A PRELIMINARY PLAT DOES NOT IMPLY OR GUARANTEE APPROVAL OF ANY BUILDING PERMIT/S, ENGINEERING PLANS, AND/OR CLEARING AND GRADING PERMITS, BUT NOT LIMITED THERETO. ALL PERMIT REQUESTS WILL BE REVIEWED FOR COMPLIANCE WITH APPLICABLE CODES, ORDINANCES, LAWS, RULES, AND REGULATIONS;	PERMITS WILL BE APPLIED FOR.	
5	THE LAND USE DEVELOPMENT STANDARDS, AS SET FORTH IN SMC CHAPTER 21A, DEVELOPMENT CODE, SHALL BE INCLUDED ON BUILDING PERMIT APPLICATION SITE PLANS, AS LOT WIDTHS AND SETBACKS ARE VESTED AT THE TIME OF PRELIMINARY PLAT APPLICATION;	APPLICANT HAS REQUESTED ADMINISTRATIVE ADJUSTMENT OF SETBACKS.	
6	THE PLAT CONFIGURATION SHALL BE DEVELOPED IN SUBSTANTIAL CONFORMANCE WITH THE SITE PLAN BY THE BLUELINE GROUP, RECEIVED JULY 18, 2006, SUBJECT TO APPLICABLE CONDITIONS OF APPROVAL SPECIFIED BY THE HEARINGS EXAMINER;	THE FINAL PLAT CONFIGURATION SUBSTANTIALLY MATCHES THE NOTED SITE PLAN.	
7	A HOMEOWNER'S ASSOCIATION OR OTHER WORKABLE ORGANIZATION SHALL BE LEGALLY ESTABLISHED TO PROVIDE FOR THE OWNERSHIP AND CONTINUED MAINTENANCE OF REQUIRED RECREATIONAL SPACE, AND OPEN SPACE TRACTS, ETC.;	A HOMEOWNERS ASSOCIATION HAS BEEN ESTABLISHED.	
8	STREET TREES SHALL BE PROVIDED PER CITY OF SAMMAMISH PWS.15 REQUIREMENTS AND LANDSCAPING SHALL BE REQUIRED CONSISTENT WITH SMC 21A.35.055 - LANDSCAPING DRAINAGE FACILITIES, AND SMC 21A.35.040 - LANDSCAPING STREET FRONTAGES;	STREET TREES AND LANDSCAPING ARE SHOWN IN THE APPROVED CONSTRUCTION PLAN SET.	
9	FOR THE PURPOSE OF INSURING COMPLIANCE WITH ALL CONDITIONS OF APPROVAL AND THE STANDARD REQUIREMENTS OF THE SMC, THE APPLICANT SHALL PROVIDE FINANCIAL GUARANTEES IN CONFORMANCE WITH SMC CHAPTER 27A, AND PWS CHAPTER 10.050(K). ALL IMPROVEMENTS REQUIRED PURSUANT TO THE PW STANDARDS, SMC, OR OTHER APPLICABLE REGULATIONS, MUST BE INSTALLED AND APPROVED, OR BONDED AS SPECIFIED FOR PLATS IN SMC 19.60, SUBDIVIDING PROCEDURE;	APPLICABLE BONDS ARE IN PLACE OR WILL BE POSTED AS REQUIRED.	

	DIVISION III		
#	Condition	Response	City Review/Approval
10	THE APPLICANT OR SUBSEQUENT OWNER(S) SHALL COMPLY WITH THE PAYMENT OF STREET IMPACT FEES IN ACCORDANCE TO CITY OF SAMMAMISH ORDINANCE O2006-208.	STREET IMPACT FEES HAVE BEEN NOTED ON THE FINAL PLAT, SEE NOTE 8, SHEET 2.	
11	DEVELOPMENT IMPACTS TO CRITICAL AREAS OR CRITICAL AREAS BUFFERS ARE SUBJECT TO THE PROVISIONS OF SMC 21A.50, INCLUDING REQUIRED MITIGATION. ALL EXPECTED IMPACTS TO CRITICAL AREAS AND CRITICAL AREA BUFFERS SHALL BE IDENTIFIED THROUGH THE FINAL ENGINEERING REVIEW PROCESS TOGETHER WITH THE MITIGATION CONSISTENT WITH SMC 21A.50;	THE ENGINEERING PLANS SHOWING ANY DEVELOPMENT IMPACTS TO CRITICAL AREAS OR THEIR BUFFERS HAVE BEEN APPROVED.	
12	PER SMC21A.50.300(7)C: "USE OF A WETLAND BUFFER FOR A SURFACE WATER MANAGEMENT ACTIVITY OR FACILITY, OTHER THAN A FLOW CONTROL OR WATER QUALITY TREATMENT FACILITY, SUCH AS AN ENERGY DISSIPATER AND ASSOCIATED PIPES, MAY BE ALLOWED ONLY IF THE APPLICANT DEMONSTRATES TO THE SATISFACTION OF THE DEPARTMENT, THAT: (I) NO REASONABLE ALTERNATIVE EXISTS; AND (II) THE FUNCTIONS OF THE BUFFER OF THE WETLAND ARE NOT ADVERSELY AFFECTED." THE APPLICANT SHALL RELOCATE OR RESIZE DETENTION TRACT IF UNABLE TO DEMONSTRATE THAT DISPERSION TRENCH IS NECESSARY IN THE WETLAND BUFFER;	ALL STORM FACILITIES ARE BEING CONSTRUCTED PER THE APPROVED PLANS.	
	PRIOR TO CONSTRUCTION:		
13	ALL INTERNAL ROADS SHOULD BE IMPROVED AS A LOCAL PUBLIC ROAD MEETING ALL REQUIREMENTS OF INTERIM PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 2005-191;	ALL INTERNAL ROADS SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS AND ALL PERMITS HAVE BEEN ISSUED.	
14	CITY OF SAMMAMISH APPROVAL OF THE APPLICANT'S FINAL ENGINEERING (ISSUED IN THE FORM OF A CLEARING AND GRADING PERMIT, OR A BUILDING PERMIT AND A RIGHT-OF-WAY USE PERMIT) IS REQUIRED PRIOR TO INITIATION OF ANY ONSITE CONSTRUCTION;	CONSTRUCTION PERMITS HAVE BEEN ISSUED	
15	PER SMC 21A.25.190(6)(A.), ROCKERIES, RETAINING WALLS, OR SIMILAR STRUCTURES MAY PROJECT INTO OR BE LOCATED IN ANY SETBACK PROVIDED THESE STRUCTURES SHALL NOT EXCEED A HEIGHT OF MORE THAN SIX (6) FEET IN HEIGHT;	NO RETAINING STRUCTURES ARE PROPOSED.	
16	PER SMC16.210.195, BUILDING PERMITS SHALL BE OBTAINED FOR ALL ROCKERIES OR RETAINING WALLS WITH HEIGHTS OF 4-FT OR GREATER AS MEASURED FROM THE BOTTOM OF THE FOOTING TO THE TOP OF THE WALL, OR ANY SIZE WALLS SUPPORTING ANY SURCHARGE LOAD;	TO BE ADDRESSED AT BUILDING PERMIT APPLICATION.	
17	ALL TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLANS SHALL BE IN ACCORDANCE TO THE KING COUNTY SURFACE WATER DESIGN MANUAL (KCSWDM 1998) APPENDIX D FOR ALL EROSION AND SEDIMENT CONTROL STANDARDS. TESC PLANS SHOULD SHOW, AS A MINIMUM, CLEARING LIMITS, COVER MEASURES, PERIMETER PROTECTION (SILT FENCE), TRAFFIC AREA ATTACHMENT B STABILIZATION, SEDIMENT RETENTION, SURFACE WATER CONTROL, AND DUST CONTROL. PLEASE NOTE THAT THE CITY PREFERS THE USE OF CATCH BASINS INSERTS FOR STORM WATER INLET PROTECTION;	TESC PLANS HAVE BEEN APPROVED.	

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18	CURRENT CITY OF SAMMAMISH STANDARD PLAN GENERAL NOTES, ROADWAY NOTES, DRAINAGE NOTES, AND EROSION AND SEDIMENT CONTROL (ESC) NOTES SHALL BE SHOWN ON THE ENGINEERING PLANS SUBMITTED FOR APPROVAL;	DONE. SEE APPROVED PLANS.	
19	TREE PROTECTION SHALL BE REQUIRED PER SMC 21A.35.230 - TREE PROTECTION STANDARDS. TREE PROTECTION SHALL BE CLEARLY IDENTIFIED ON THE PLANS SUBMITTED FOR THE CLEARING AND GRADING PERMIT OR BUILDING PERMIT;	DONE. SEE APPROVED PLANS.	
20	REPLACEMENT TREES FOR THE 0.6% (I.E. 2 TREES) OF THE ON-SITE SIGNIFICANT TREES NOT RETAINED SHALL BE IDENTIFIED ON THE CONSTRUCTION PLANS. REPLACEMENT TREES SHALL COMPLY WITH THE PROVISIONS OF SMC 21A.35.230 AND SMC 21A.35.240;	DONE. SEE APPROVED PLANS.	
	PRIOR TO RECORDING:		
21	IF THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT;	ALL REQUIRED SIGNATURES AND NOTARIES ARE ON SHEET 1 OF THE FINAL PLAT.	
22	THE PROPOSED SUBDIVISION IS SUBJECT TO SCHOOL IMPACT FEES FOR ISSAQUAH SCHOOL DISTRICT, CONSISTENT WITH SMC 21A.105. PRIOR TO FINAL PLAT, THE APPLICANT SHALL PAY ONE HALF OF THE REQUIRED SCHOOL IMPACT FEE, TOGETHER WITH AN ADMINISTRATIVE FEE;	SCHOOL IMPACT FEES HAVE BEEN NOTED ON THE FINAL PLAT, SEE NOTE 10, SHEET 2.	
23	THE JURISDICTIONAL WATER AND SEWER DISTRICT SHALL CERTIFY THE ADEQUACY OF THE FIRE HYDRANT(S), WATER MAIN(S), AND FIRE FLOW TO MEET CURRENT CODES PRIOR TO FINAL PLAT APPROVAL;	FIRE MARSHALL APPROVAL WILL BE RECEIVED PRIOR TO FINAL PLAT APPROVAL.	
24	A HOMEOWNERS ASSOCIATION SHALL BE CREATED TO BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS. THE COVENANTS AND RESTRICTIONS OF SAID HOMEOWNERS ASSOCIATION SHALL BE FILED FOR RECORD AT KING COUNTY;	A HOMEOWNERS ASSOCIATION HAS BEEN ESTABLISHED.	
25	PRIOR TO FINAL PLAT, TEMPORARY STREET NAME SIGNS AND NO PARKING SIGNS (IF REQUIRED ON FINAL ENGINEERING PLANS) SHALL BE INSTALLED. PERMANENT STREET DESIGNATION AND TRAFFIC CONTROL SIGNS, INCLUDING POLES AND HARDWARE, SHALL BE INSTALLED FOLLOWING SIDEWALK INSTALLATION. THESE ITEMS SHALL BE PAID FOR BY THE APPLICANT BUT SHALL BE DESIGNED FURNISHED, AND INSTALLED BY THE CITY TO ESTABLISH UNIFORMITY UNLESS OTHERWISE INDICATED BY THE CITY. ADDITIONAL SIGNAGE NOT SHOWN ON FINAL ENGINEERING PLANS MAY BE REQUIRED BASED ON SITE CONDITIONS AS DETERMINED BY PUBLIC WORKS. A WRITTEN REQUEST MUST BE SUBMITTED TO THE CITY PW DEPARTMENT WHEN SIGNING IS NEEDED AND THE APPLICANT WILL BE BILLED UPON COMPLETION. STREET DESIGNATION SIGNS SHALL DISPLAY STREET NAME OR NUMBER; ATTACHMENT B	ALL SIGNS WILL BE PAID FOR OR BONDED PRIOR TO FINAL PLAT APPROVAL.	

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26	HALF STREET FRONTAGE IMPROVEMENTS PER PWS.15.110 AND CONSISTENT WITH PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 2005-191 FOR A LOCAL ROAD ARE REQUIRED ON 223RD AVE SE. IF NOT PREVIOUSLY PAVED WITH ASPHALT, AN ADDITIONAL 2-FT OF ASPHALT PAVING SHALL BE PROVIDED ON THE WEST SIDE OF THE FUTURE ROAD CENTERLINE IN ORDER TO OBTAIN 20-FT OF PAVED DRIVABLE SURFACE FOR 2-WAY TRAFFIC;	IMPROVEMENTS ON 223RD SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS.	
27	HALF STREET FRONTAGE IMPROVEMENTS PER PWS.15.110 AND CONSISTENT WITH PWS TABLE 1, FIGURE 01-05, AND CITY ORDINANCE 2005-191 FOR A LOCAL ROAD ARE REQUIRED ON SE 32ND STREET;	IMPROVEMENTS ON 32ND SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS.	
28	OFFSITE IMPROVEMENTS PER PWS.15.100 ARE REQUIRED ON SE 32ND ST ALONG THE FRONTAGE OF PARCEL NO 0924069014. HALF STREET FRONTAGE IMPROVEMENTS CONSISTENT WITH PWS TABLE1, FIGURE 01-05 AND CITY ORDINANCE O2005-191 FOR A LOCAL ROAD ARE REQUIRED ALONG THE FRONTAGE	IMPROVEMENTS ON 32ND SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION PLANS.	
29	ALL CUL-DE-SACS SHOULD BE DESIGNED PER INTERIM PWS.15.120 AND FIGURE 02-33, UNLESS OTHERWISE MODIFIED BY FIRE DEPARTMENT REQUIREMENTS;	NO CUL-DE-SACS ARE PROPOSED	
30	TEMPORARY HAMMERHEAD TURN-AROUND IS REQUIRED ADJACENT TO LOT 18 AND SHALL BE DESIGNED TO MEET 2003 FIRE CODE APPENDIX D;	THE TEMPORARY HAMMERHEAD IS UNNECESSARY AS DIVISION 2 AND 3 ARE BEING BUILT AND PLATTED SIMULTANEOUSLY	
31	UNLESS OTHERWISE APPROVED BY THE CITY, A ROOT BARRIER WILL BE REQUIRED FOR ALL TREES ADJACENT TO PAVED AREAS. GRASS IN THE PLANTER STRIP IS NOT CONSISTENT WITH PWS.15.520 WHICH CALLS FOR SHRUBS;	TREES AND LANDSCAPING WILL BE CONSTRUCTED PER THE APPROVED LANDSCAPING PLAN.	
32	THE FIRE MARSHALL SHALL APPROVE ALL PERMANENT AND TEMPORARY TURN-AROUNDS AND CERTIFY THE FIRE HYDRANT LOCATIONS PRIOR TO CLEAR AND GRADE PERMIT ISSUANCE;	THERE ARE NO TURN-A-ROUNDS PROPOSED FOR THIS PLAT.	
33	ALL NEW UTILITY INSTALLATION SERVING THE SUBDIVISION WITHIN PLAT OR ALONG THE FRONTAGE SHALL BE UNDERGROUND;	NOTED.	
34	ALL UTILITIES WITHIN PROPOSED RIGHTS OF WAY MUST BE INCLUDED WITHIN A FRANCHISE AGREEMENT APPROVED BY THE CITY COUNCIL PRIOR TO FINAL PLAT RECORDING;	NOTED.	
35	SUITABLE RECREATION SPACE SHALL BE PROVIDED CONSISTENT WITH THE REQUIREMENTS OF SMC 21A.30.160. AN OVERALL CONCEPTUAL RECREATION SPACE PLAN SHALL BE SUBMITTED WITH THE CLEARING AND GRADING PERMIT OR BUILDING PERMIT, FOR REVIEW AND APPROVAL BY THE CITY OF SAMMAMISH DEPARTMENT OF COMMUNITY DEVELOPMENT. THE PROPOSAL SHALL INCLUDE LOCATION, AREA, CALCULATIONS, DIMENSIONS, AND A DESCRIPTION OF GENERAL IMPROVEMENTS;	SUBMITTED AND APPROVED WITH THE CONSTRUCTION PLANS.	
36	DRAINAGE PLANS, TECHNICAL INFORMATION REPORTS, AND ANALYSIS SHALL COMPLY WITH THE 1998 KING COUNTY SURFACE WATER DESIGN MANUAL AND THE CITY OF SAMMAMISH STORMWATER MANAGEMENT COMPREHENSIVE PLAN; ATTACHMENT B	ALL PLANS HAVE BEEN APPROVED.	

	DIVISION III		
#	Condition	Response	City Review/Approval
37	ANY SURFACE WATER MANAGEMENT FACILITIES REQUIRED FOR THIS SUBDIVISION SHALL BE CONTAINED WITHIN A SEPARATE TRACT OF LAND AND SHALL BE DEDICATED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION. THE SIZE OF THE PROPOSED DRAINAGE TRACTS MAY HAVE TO INCREASE TO ACCOMMODATE THE REQUIRED DETENTION STORAGE VOLUMES AND WATER QUALITY FACILITIES;	THE DETENTION POND IS LOCATED WITHIN TRACT E AND IS BEING DEDICATED TO THE CITY OF SAMMAMISH VIA THE FINAL PLAT.	
38	AS SPECIFIED IN SECTION 5.1 OF THE KCSWDM MANUAL, STORMWATER FROM ROOF DRAINS SHALL BE INFILTRATED, DISPERSED, OR CONNECTED TO THE STORM SYSTEM WITH A PERFORATED STUB-OUT CONNECTION. THE FEASIBILITY OF THE SELECTED OPTION SHALL BE EVALUATED DURING FINAL ENGINEERING. THE RESULTING REQUIREMENT SHALL BE INCLUDED ON THE FINAL PLAT MAP TO ENSURE COMPLIANCE. NO REDUCTION IN FLOW CONTROL FACILITY IS GIVEN FOR PERFORATED STUB-OUTS;	ROOF DRAINS SHALL BE CONSTRUCTED PER THE APPROVED CONSTRUCTION DRAWINGS.	
39	STREET TREES SHALL BE PROVIDED PER CITY OF SAMMAMISH INTERIM PWS 15.520;	STREET TREES WILL BE PROVIDED PER THE APPROVED LANDSCAPING PLAN.	
40	RECREATIONAL IMPROVEMENTS SHALL BE INSTALLED, OR A PERFORMANCE BOND FOR RECREATIONAL SPACE IMPROVEMENTS SHALL BE POSTED, PRIOR TO RECORDING OF THE FINAL PLAT;	THE RECREATIONAL IMPROVEMENTS WILL BE INSTALLED OR BONDED PRIOR TO FINAL PLAT APPROVAL.	
41	THE SUBDIVISION SHALL BE LANDSCAPED PURSUANT TO SMC 21A.35, AND PWS.15 ARTICLE VII REQUIREMENTS. LANDSCAPE PLANS SHALL BE CONCURRENT WITH THE SUBMITTAL OF CONSTRUCTION PLANS; FOR REVIEW AND APPROVAL PRIOR TO FINAL PLAT APPROVAL;	LANDSCAPE PLANS HAVE BEEN APPROVED.	
42	ALL NEW STREET CONSTRUCTION FOR THE PLAT SHALL INCLUDE ILLUMINATION PER ARTICLE 5 OF THE CITY OF SAMMAMISH INTERIM PUBLIC WORKS STANDARDS. MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT;	STREET LIGHTING SHALL BE INSTALLED PER THE APPROVED CONSTRUCTION PLANS.	
43	TREES RETAINED PER SMC 21A.35.210 SHALL BE IDENTIFIED ON THE FACE OF THE FINAL PLAT FOR RETENTION. TREES SHALL BE TAGGED IN THE FIELD AND REFERENCED ON THE FACE OF THE FINAL PLAT WITH THE APPLICABLE TAG NUMBER. TREES RETAINED AS PART OF THE PRELIMINARY PLAT SHALL BE SUBJECT TO THE REPLACEMENT REQUIREMENTS OF SMC 21A.35.240 IN THE EVENT THAT A TREE MUST BE REMOVED FOLLOWING FINAL PLAT APPROVAL;	RETAINED TREES HAVE BEEN SHOWN AND THEIR TAG NUMBERS NOTED ON THE FACE OF THE FINAL PLAT ON SHEET 7.	
44	PRIOR TO FINAL PLAT APPROVAL, ALL PUBLIC STORMWATER FACILITIES SHALL BE CONSTRUCTED AND IN FULL OPERATION. THESE FACILITIES SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM, DETENTION, WATER QUALITY, AND ANY REQUIRED MONITORING FACILITIES. THE CONVEYANCE SYSTEM SHALL INCLUDE ALL DRAINAGE STRUCTURES, PIPING, DITCHING, CURB, GUTTER, AND ROAD PAVING WITH THE EXCEPTION OF THE FINAL LIFT OF ASPHALT;	CONSTRUCTION APPROVAL OR ADEQUATE BONDS WILL BE IN PLACE PRIOR TO FINAL PLAT APPROVAL.	
	CONDITIONS TO APPEAR ON THE FACE OF THE FINAL PLAT:		

	DIVISION III		
#	Condition	Response	City Review/Approval
45	"METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ATTACHMENT B ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED."	SEE NOTE 1, SHEET 2, FINAL PLAT.	
46	"ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH." THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH."	SEE NOTE 2, SHEET 2, FINAL PLAT.	
47	"FOR ALL LOT _____, WHICH CONTAIN OR ARE ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, THESE LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION."	SEE NOTE 3, SHEET 2, FINAL PLAT.	
48	"NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS";	SEE NOTE 4, SHEET 2, FINAL PLAT.	
49	THE APPLICANT SHALL COMPLY WITH RCW 58.17.280, PROVIDING THE APPROPRIATE "ADDRESSING NOTE" WITH ADDRESS RANGES BEING ON THE FINAL PLAT;	SEE NOTE 5, SHEET 2, FINAL PLAT	
50	"MAINTENANCE AND UPKEEP OF THE RECREATION SPACE, OPEN SPACE, AND SENSITIVE AREAS TRACTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION";	SEE NOTE 6, SHEET 2, FINAL PLAT	
51	"TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240";	SEE NOTE 7, SHEET 2, FINAL PLAT	
52	THE APPLICANT SHALL INCLUDE A NOTE REGARDING THE PAYMENT OF ALL TRAFFIC IMPACT FEES ON THE SUBJECT SITE CONSISTENT WITH ORDINANCE O2006-208. SPECIFIC LANGUAGE RELATED TO THE PAYMENT OF THE TRAFFIC IMPACT FEES SHALL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO FINAL PLAT APPROVAL.	SEE NOTE 8, SHEET 2, FINAL PLAT	

	DIVISION III		
#	Condition	Response	City Review/Approval
53	"THE PROPOSED SUBDIVISION IS SUBJECT TO SCHOOL IMPACT FEES FOR ISSAQUAH SCHOOL DISTRICT, CONSISTENT WITH SMC 21A.105. AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL PAY ONE HALF OF THE REQUIRED SCHOOL IMPACT FEE, TOGETHER WITH AN ADMINISTRATIVE FEE"; ATTACHMENT B	SEE NOTE 9, SHEET 2, FINAL PLAT	
54	"THE PROPOSED SUBDIVISION IS SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH SMC 14A.20, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE TOGETHER WITH AN ADMINISTRATIVE FEE";	SEE NOTE 10, SHEET 2, FINAL PLAT	
55	"PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT".	SEE NOTE 11, SHEET 2, FINAL PLAT	
56	"PER CHAPTER PWS.20, THE SURFACE WATER MANAGEMENT FACILITY TO BE CONSTRUCTED WITHIN TRACT G THIS SUBDIVISION SHALL BE DEDICATED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION."; AND,	SEE NOTE 12, SHEET 2, FINAL PLAT	
57	"MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS";	SEE NOTE 13, SHEET 2, FINAL PLAT	
	ADDITIONAL CONDITIONS:		
58	PRIOR TO FINAL PLAT APPROVAL, A LICENSED SURVEYOR SHALL SURVEY AND STAKE ALL STORM DRAIN FACILITIES AND CONVEYANCE LINES WITH ASSOCIATED EASEMENTS AND DEDICATIONS NOT LOCATED WITHIN THE PUBLIC	A LICENSED SURVEYOR HAS STAKED ALL THE STORM DRAINAGE FACILITIES ON SITE.	
59	CONSISTENT WITH THE APPROVED PRELIMINARY SITE PLAN, 30-FT OF ROW DEDICATION IS REQUIRED ALONG THE PLAT FRONTAGE WITH 223RD AVE SE	30' OF ROW IS BEING DEDICATED VIA THE FINAL PLAT.	
60	HEAVY EQUIPMENT SHALL NOT USE 223RD AVENUE, EXCEPT WHEN NEEDED TO CONSTRUCT THE FRONTAGE IMPROVEMENTS ON THAT STREET.	NOTED.	
61	WORKMEN SHALL NOT BE PERMITTED TO PARK ON 223RD AVENUE SE.	NOTED.	
62	SANICANS SHALL BE LOCATED WITHIN THE PROJECT AREA, AND NOT ON ABUTTING STREETS.	NOTED.	

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LAUREL HILLS DIV. II & III

NW 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
NE 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON

DEDICATION

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

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

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

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

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

_____
LAUREL HILLS PARTNERS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

_____
FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCATION

_____
WASHINGTON TRUST BANK

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF **LAUREL HILLS PARTNERS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY** TO BE THE FREE AND VOLUNTARY ACT SUCH PARTY FOR THE USES AND THE PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____

SIGNATURE OF
NOTARY PUBLIC _____

MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF **FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION** TO BE THE FREE AND VOLUNTARY ACT SUCH PARTY FOR THE USES AND THE PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____

SIGNATURE OF
NOTARY PUBLIC _____

MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
)SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF **WASHINGTON TRUST BANK** TO BE THE FREE AND VOLUNTARY ACT SUCH PARTY FOR THE USES AND THE PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____

SIGNATURE OF
NOTARY PUBLIC _____

MY APPOINTMENT EXPIRES _____

CITY OF SAMMAMISH APPROVALS

EXAMINED AND APPROVED PER SMC 19.45 THIS _____ DAY OF _____ 20 ____.

_____
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SAMMAMISH

_____
CITY ENGINEER, CITY OF SAMMAMISH

_____
MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20___.

_____
KING COUNTY ASSESSOR

_____
DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 092406–9246
092406–9224
092406–9225
092406–9226
092406–9149
092406–9168
092406–9181

KING COUNTY FINANCE DIVISION CERTIFICATE

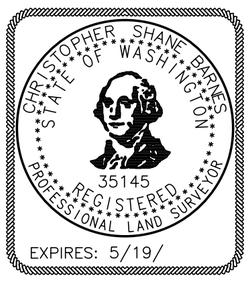
I HEREBY CERTIFY ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL. THIS _____ DAY OF _____, 20___.

_____
MANAGER, KING COUNTY FINANCE DIVISION

_____
DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF **LAUREL HILLS DIVISION II & III**, IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION **9**, TOWNSHIP **24** NORTH, RANGE **6** EAST, W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



_____
CHRISTOPHER SHANE BARNES, P.L.S.
CERTIFICATE NO. 35145
MEAD GILMAN & ASSOCIATES
P.O. BOX 289 WOODINVILLE, WA 98072
PHONE: (425) 486–1252

RECORDING CERTIFICATE

RECORDING NO. _____

FILED FOR RECORD AT THE REQUEST OF THE CITY OF SAMMAMISH COUNCIL THIS _____ DAY OF _____, 20____. AT _____ MINUTES PAST _____M. AND RECORDED IN VOLUME_____ OF PLATS, PAGE(S) _____, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

_____
MANAGER

_____
SUPERINTENDENT OF RECORDS

CITY OF SAMMAMISH FILE NO. PLN2005–00089 & PLN2006–00066

JOB NO. 10054
SHEET 1 OF 7

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486–1252 FAX: (425) 486–6108

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LAUREL HILLS DIV. II & III

NW 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
NE 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON

LEGAL DESCRIPTION

DIVISION II (PLN2005-00089)

PARCEL A

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE EAST 30 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9.

PARCEL B

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE EAST 30 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9.

DIVISION III (PLN2006-00066)

PARCEL A

LOT 2, KING COUNTY SHORT PLAT NUMBER 1085094R, RECORDED UNDER RECORDING NUMBER 8711250805, SAID SHORT PLAT BEING A SUBDIVISION OF LOT 1, KING COUNTY SHORT PLAT NUMBER 578107, RECORDED UNDER RECORDING NUMBER 8007290770, (BEING A REVISION OF RECORDING NUMBER 7901240842), SAID SHORT PLAT BEING A PORTION OF THE EAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

PARCEL B

LOT 2, KING COUNTY SHORT PLAT NUMBER 578107, RECORDED UNDER RECORDING NUMBER 7901240842, AND REVISED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8007290770, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5960578, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 40 FEET IN WIDTH BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; RUNNING THENCE SOUTHERLY TO A POINT WHICH IS 20 FEET NORTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE RUNNING WESTERLY TO A POINT WHICH IS 40 FEET WEST AND 20 FEET NORTHERLY OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9.

PARCEL C

LOT 3, KING COUNTY SHORT PLAT NUMBER 578107, RECORDED UNDER RECORDING NUMBER 7901240842, AND REVISED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8007290770, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5960578, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 40 FEET IN WIDTH BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; RUNNING THENCE SOUTHERLY TO A POINT WHICH IS 20 FEET NORTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE RUNNING WESTERLY TO A POINT WHICH IS 40 FEET WEST AND 20 FEET NORTHERLY OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9.

PARCEL D

LOT 4, KING COUNTY SHORT PLAT NUMBER 578107, RECORDED UNDER RECORDING NUMBER 7901240842, AND REVISED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8007290770, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5960578, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 40 FEET IN WIDTH BEING 20 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; RUNNING THENCE SOUTHERLY TO A POINT WHICH IS 20 FEET NORTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE RUNNING WESTERLY TO A POINT WHICH IS 40 FEET WEST AND 20 FEET NORTHERLY OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9.

PARCEL E

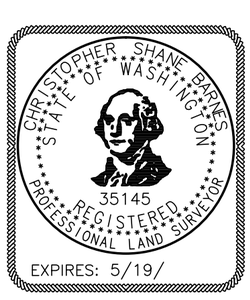
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER THE EAST 30 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION.

SETBACKS-PROJECTS AND STRUCTURES ALLOWED (PER SMC 21A.25.190)

THE CITY HAS APPROVED AN ADMINISTRATIVE ADJUSTMENT OF INTERIOR SETBACKS FOR LAUREL HILLS DIVISIONS 2 AND 3. LOTS CONTAINED WITHIN THE LAUREL HILLS DIVISION II AND III SUBDIVISIONS SHALL BE VESTED TO AND SUBJECT TO THE INTERIOR SETBACK REQUIREMENTS OF SMC 21A.25 IN EFFECT ON THE DATE OF RECORDING FOR SEVEN YEARS FROM THE DATE OF RECORDING, CONSISTENT WITH THE PROVISIONS OF RCW 58.17.170.



GENERAL NOTES

1. METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
2. ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAINAGE OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWING ON FILE WITH THE CITY OF SAMMAMISH. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION OF ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEM SHALL BE DESIGNED AND CONSTRUCTED AS PART OF THE BUILDING PERMIT PROCESS AND SHALL COMPLY WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE CITY OF SAMMAMISH.
3. NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.
4. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: 3204 – 3246 223RD AVENUE SE, 22312 – 22351 SE 34TH PLACE, 3327 – 3448 224TH AVENUE SE, 22403 – 22482 SE 33RD PLACE, AND 3335 – 3449 225TH AVENUE SE. INDIVIDUAL ADDRESS SHALL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.
5. MAINTENANCE AND UPKEEP OF THE RECREATION SPACE, OPEN SPACE, AND SENSITIVE AREAS TRACTS SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
6. TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.
7. ALL LOTS ARE SUBJECT TO PARKS IMPACT FEES, CONSISTENT WITH SMC 14A.20, WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, TOGETHER WITH AN ADMINISTRATIVE FEE.
8. PER CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
9. PER CHAPTER PWS 20, THE SURFACE WATER MANAGEMENT FACILITY TO BE CONSTRUCTED WITHIN TRACT E OF THIS SUBDIVISION IS HEREBY DEDICATED AND CONVEYED TO THE CITY OF SAMMAMISH FOR MAINTENANCE AND OPERATION OF THE SURFACE WATER FACILITIES, UPON THE RECORDING OF THIS PLAT.
10. MAINTENANCE OF LANDSCAPE STRIPS SEPARATING THE SIDEWALK FROM THE ROADWAY, PLANTER ISLANDS, AND/OR PLANTED MEDIANS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. IF THE MAINTENANCE RESPONSIBILITIES ARE NOT ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANTS AND RESTRICTIONS, THEN THE ABUTTING PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS, PLANTER ISLANDS, OR PLANTED MEDIANS. FURTHERMORE, THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING PLANTER STRIP ABUTTING PARCEL NO. 0924069014, UNTIL SUCH TIME AS PARCEL IS DEVELOPED AND LANDSCAPING IS MAINTAINED BY OTHERS.
11. FIFTY PERCENT OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT APPROVAL. THE REMAINING 50% OF THE THEN CURRENT SCHOOL IMPACT FEE SHALL BE ASSESSED AND COLLECTED FOR EACH LOT, ALONG WITH AN ADMINISTRATIVE FEE, AT THE TIME OF BUILDING PERMIT ISSUANCE, PAID TO THE CITY OF SAMMAMISH.
12. THIS PLAT IS SUBJECT TO THE LAUREL HILLS HOMEOWNERS ASSOCIATION COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED UNDER RECORDING NUMBER _____.
13. TRACTS A, C, G, AND H ARE FOR OPEN SPACE, AND ARE HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE LAUREL HILLS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.
14. TRACTS B, D, AND I ARE FOR LANDSCAPING, AND ARE HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE LAUREL HILLS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.
15. TRACT E IS FOR STORM WATER DETENTION, AND IS HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE CITY OF SAMMAMISH UPON THE RECORDING OF THIS PLAT.
16. TRACT F IS FOR RECREATION, AND IS HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE LAUREL HILLS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.
17. TRACT J IS FOR CRITICAL AREAS, AND IS HEREBY DEDICATED AND CONVEYED ALONG WITH ALL MAINTENANCE RESPONSIBILITIES TO THE LAUREL HILLS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SEE SENSITIVE AREA PROVISIONS SHEET 3.
18. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO VERIZON, AT&T CABLE T.V., PUGET SOUND ENERGY, THE CITY OF SAMMAMISH, SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, AND THE OWNERS OF LOTS WITHIN THIS PLAT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN UNDERGROUND CONDUITS, PIPES, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, CABLE T.V., WATER, SEWER, STORM DRAINAGE, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY.
19. THE 25' PRIVATE STORM DRAINAGE EASEMENT OVER TRACT C IS FOR THE BENEFIT OF LOTS 13 AND 14. THE OWNERS OF LOTS 13 AND 14 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FACILITIES AND SHARE EQUALLY IN MAINTAINING THE STORM DRAINAGE FACILITIES USED IN COMMON.

LAUREL HILLS DIVISION II (LOTS 17-22 & 30-39)

1. FOR ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, THESE LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.
2. IF ADEQUATE FIRE ACCESS IS NOT PROVIDED TO THE PLAT IN ACCORDANCE WITH FIRE DEPARTMENT STANDARDS, THEN FIRE SPRINKLERS APPROVED BY EASTSIDE FIRE AND RESCUE OR ITS SUCCESSOR AGENCY SHALL BE REQUIRED.
3. THIRTY PERCENT (30%) OF THE SCHOOL IMPACT FEE WAS PAID AT THE TIME OF FINAL PLAT. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.
4. ALL LOTS ARE SUBJECT TO A STREET IMPACT FEE DUE AT THE TIME OF BUILDING PERMIT ISSUANCE PER CITY OF SAMMAMISH ORDINANCE 2006-208.

LAUREL HILLS DIVISION III (LOTS 1-16 & 23-29)

1. FOR ALL LOTS 13 AND 14, WHICH CONTAIN OR ARE ADJACENT TO INFILTRATION OR DISPERSION TRENCHES, THESE LOTS SHALL BE GRADED SUCH THAT TOP OF TRENCH IS BELOW BOTTOM OF FOUNDATION.
2. AT THE TIME OF FINAL PLAT, THIRTY PERCENT (30%) OF THE REQUIRED TRAFFIC IMPACT FEES WERE PAID CONSISTENT WITH THE PROVISIONS OF THE SETTLEMENT AGREEMENT DATED SEPTEMBER 19, 2006 AS AMENDED IN AN ADDENDUM DATED NOVEMBER 21, 2006. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.

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VOL/PG

CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

JOB NO. 10054
SHEET 2 OF 7

VOL/PG

LAUREL HILLS DIV. II & III

NW 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
NE 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON

WATER AND SEWER EASEMENT PROVISIONS

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

1. THE WEST 20 FEET OF TRACT H,
2. THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS,
3. THAT PORTION OF TRACT E DESCRIBED AS FOLLOWS:
   COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, EXCEPT THE EAST 30.00 FEET THEREOF; THENCE NORTH 1°31'07" EAST 109.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°28'53" WEST 317.35 FEET; THENCE NORTH 32°46'19" WEST 56.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 46°33'22" WEST 105.00 FEET; THENCE ALONG SAID CURVE 20.24 FEET THROUGH A CENTRAL ANGLE OF 11°02'42"; THENCE SOUTH 32°46'19" EAST 63.78 FEET; THENCE SOUTH 88°28'53" EAST 327.92 FEET TO A LINE LYING 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST; THENCE NORTH 1°31'07" EAST ALONG SAID LINE 20.00 FEET TO THE TRUE POINT OF BEGINNING;

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

PUBLIC DRAINAGE EASEMENT PROVISIONS

THE PUBLIC DRAINAGE EASEMENTS SHOWN HEREON, ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE STORM DRAINAGE FACILITIES LYING WITHIN SAID EASEMENTS, ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

PRIVATE DRAINAGE EASEMENT PROVISIONS

ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 10 FEET IN WIDTH, ALONG ALL FRONT PROPERTY LINES, 2.5 FEET IN WIDTH, PARALLEL AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET IN WIDTH, PARALLEL AND ADJACENT TO ALL REAR LOT LINES FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE AND UTILITY EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT, INCLUDING THE OWNER OF THE LOT ON WHICH SAID EASEMENT(S) ARE LOCATED. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

RESTRICTIONS OF RECORD

1. SUBJECT TO COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION OR REPAIR OF EASEMENT GRANTED OVER ADJACENT PROPERTY AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7505070524. EASEMENT LIES IN DEDICATED RIGHT-OF-WAY, NOT PLOTTED HEREON.
2. SUBJECT TO AN EASEMENT FOR UTILITY SYSTEMS AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20080814001236. INSUFFICIENT DATA, NOT PLOTTED HEREON.
3. NOTICE OF DEVELOPER EXTENSION AGREEMENT REGARDING CONSTRUCTION OF WATER AND SEWER IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 20090108000667. NOT PLOTTED HEREON.
4. SUBJECT TO THE TERMS AND CONDITIONS OF NOTICES OF CHARGES BY SAMMAMISH PLATEAU WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040, AND 20060126001770. NOT PLOTTED HEREON.
5. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 7901240842. SAID SHORT PLAT HAS BEEN MODIFIED BY REVISION RECORDED UNDER RECORDING NUMBER 8007290770. PLOTTED HEREON.
6. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8711250805. NOT PLOTTED HEREON.
7. SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 5960578. SAID INSTRUMENT IS A CORRECTION OF EASEMENT RECORDED UNDER RECORDING NUMBER 5913824. PLOTTED HEREON.
8. SUBJECT TO AN EASEMENT FOR SANITARY SEWER FACILITIES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7201240346. NO DOCUMENT
9. SUBJECT TO AN EASEMENT FOR SEWER PURPOSES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7305180432. NO DOCUMENT
10. SUBJECT TO RESTRICTION CONTAINED IN REAL ESTATE CONTRACT REGARDING A WELL AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7902230861. SAID REAL ESTATE CONTRACT WAS FULFILLED BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 8211020493. NOT PLOTTED HEREON.
11. SUBJECT TO RESTRICTIONS CONTAINED IN REAL ESTATE CONTRACT REGARDING A WELL AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7902230863. SAID REAL ESTATE CONTRACT HAS BEEN MODIFIED BY AMENDMENT RECORDED UNDER RECORDING NUMBER 8011190773. SAID REAL ESTATE CONTRACT WAS FULFILLED BY STATUTORY WARRANTY FULFILLMENT DEED RECORDED UNDER RECORDING NUMBER 8710220571. NOT PLOTTED HEREON.
12. SUBJECT TO AN AGREEMENT REGARDING ROAD MAINTENANCE AND COSTS RELATING THERETO AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 7703140593. NOT PLOTTED HEREON.
13. SUBJECT TO JOINT USE MUTUAL MAINTENANCE AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 8410290355. NOT PLOTTED HEREON.
14. SUBJECT TO AN AGREEMENT REGARDING JOINT USE AND MAINTENANCE FOR ROADWAYS AND UTILITIES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 9511150547. NOT PLOTTED HEREON.
15. SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 7901290714. NOT PLOTTED HEREON.

TREE EASEMENT PROVISIONS

A TREE RETENTION EASEMENT AS SHOWN ON SHEET 7 IS HEREBY GRANTED TO THE CITY OF SAMMAMISH FOR THE LONG-TERM PRESERVATION AND PROTECTION OF THE TREES LOCATED THEREIN. ALL TREES SUBJECT TO THE TREE RETENTION EASEMENT HAVE BEEN TAGGED WITH A NUMBERED METAL TAG AND SHALL NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF SAMMAMISH, UNLESS OTHERWISE PROVIDED BY LAW.

SENSITIVE AREA PROVISIONS

RESTRICTIONS FOR SENSITIVE AREA TRACTS AND SENSITIVE AREAS AND BUFFERS: DEDICATION OF A SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/SENSITIVE AREA AND BUFFER, THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF SAMMAMISH, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/SENSITIVE AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY, UNLESS OTHERWISE PROVIDED BY LAW. THE COMMON BOUNDARY BETWEEN THE TRACT/SENSITIVE AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF THE CITY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE SENSITIVE AREA TRACT/SENSITIVE AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE SENSITIVE AREA ARE COMPLETED.

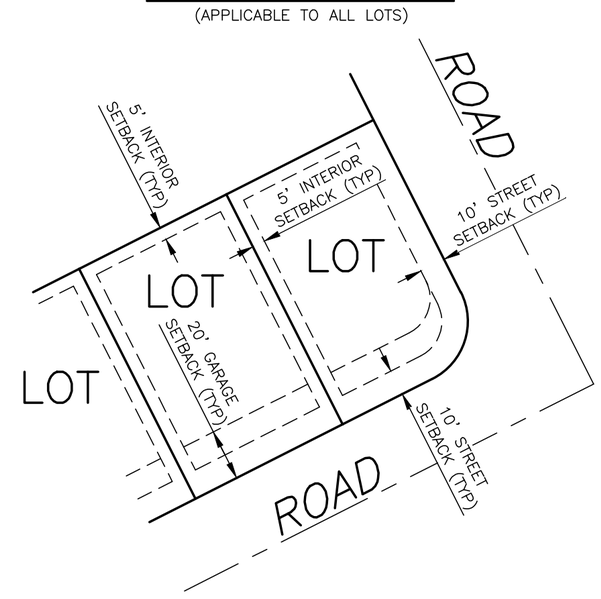
ACCESS EASEMENT WITH ACCESS ROAD

AN EASEMENT IS HEREBY GRANTED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER & SEWER DISTRICT OVER, THROUGH AND UPON THE EASEMENT AREA SHOWN ON THIS PLAT DESCRIBED AS "SEWER ACCESS EASEMENT", FOR INGRESS AND EGRESS OVER A 12' GRAVEL ACCESS ROAD, WHICH INCLUDES A HAMMERHEAD TURN AROUND, WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT. NO STRUCTURES SHALL BE CONSTRUCTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OR GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED. THE EASEMENT AREA OCCUPIES A PORTION OF TRACT E DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, EXCEPT THE EAST 30.00 FEET THEREOF;
THENCE NORTH 1°31'07" EAST 109.84 FEET;
THENCE NORTH 88°28'53" WEST 223.06 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°28'53" WEST 94.29 FEET;
THENCE NORTH 32°46'19" WEST 56.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 46°33'22" WEST 105.00 FEET;
THENCE ALONG SAID CURVE 20.24 FEET THROUGH A CENTRAL ANGLE OF 11°02'42";
THENCE SOUTH 32°46'19" EAST 66.20 FEET;
THENCE SOUTH 88°28'53" EAST 53.84 FEET;
THENCE SOUTH 44°34'58" EAST 51.22 FEET;
THENCE NORTH 43°38'50" EAST 19.00 FEET;
THENCE NORTH 1°31'07" EAST 43.42 FEET TO THE TRUE POINT OF BEGINNING;

BUILDING SETBACK DETAIL

(APPLICABLE TO ALL LOTS)



CURB PLUG TABLE	
LOT LINE	DISTANCE
TR A/ADJ LOT	11.73
TR A/1	11.77
1/2	13.97
2/3	11.76
3/4	11.78
4/5	11.76
5/6	14.37
6/7	11.77
7/8	11.83
8/9	11.80
9/10	11.84
10/11	11.82
11/12	11.82
12/23	11.37
TR B/13	12.45
13/14	10.86
14/15	11.39
15/16	11.22
16/TR E	10.84
TR E/17	11.24
17/18	10.76
18/19	10.71
19/20	10.72
20/21	10.78
21/22	10.71
22/TR F	10.75
TR F/TR D	10.69
TR D/34	13.21
34/35	11.72
35/36	11.72
36/37	11.69
37/38	11.65
38/39	11.60
23/24	10.71
24/25	10.76
25/26	10.82
26/27	10.82
27/28	10.74
28/29	10.97
29/TR H	10.79
TR H/30	10.79
30/31	10.79
31/32	10.78
32/33	10.78
33/TR I	12.91

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES: 5/19/

CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

JOB NO. 10054
SHEET 3 OF 7

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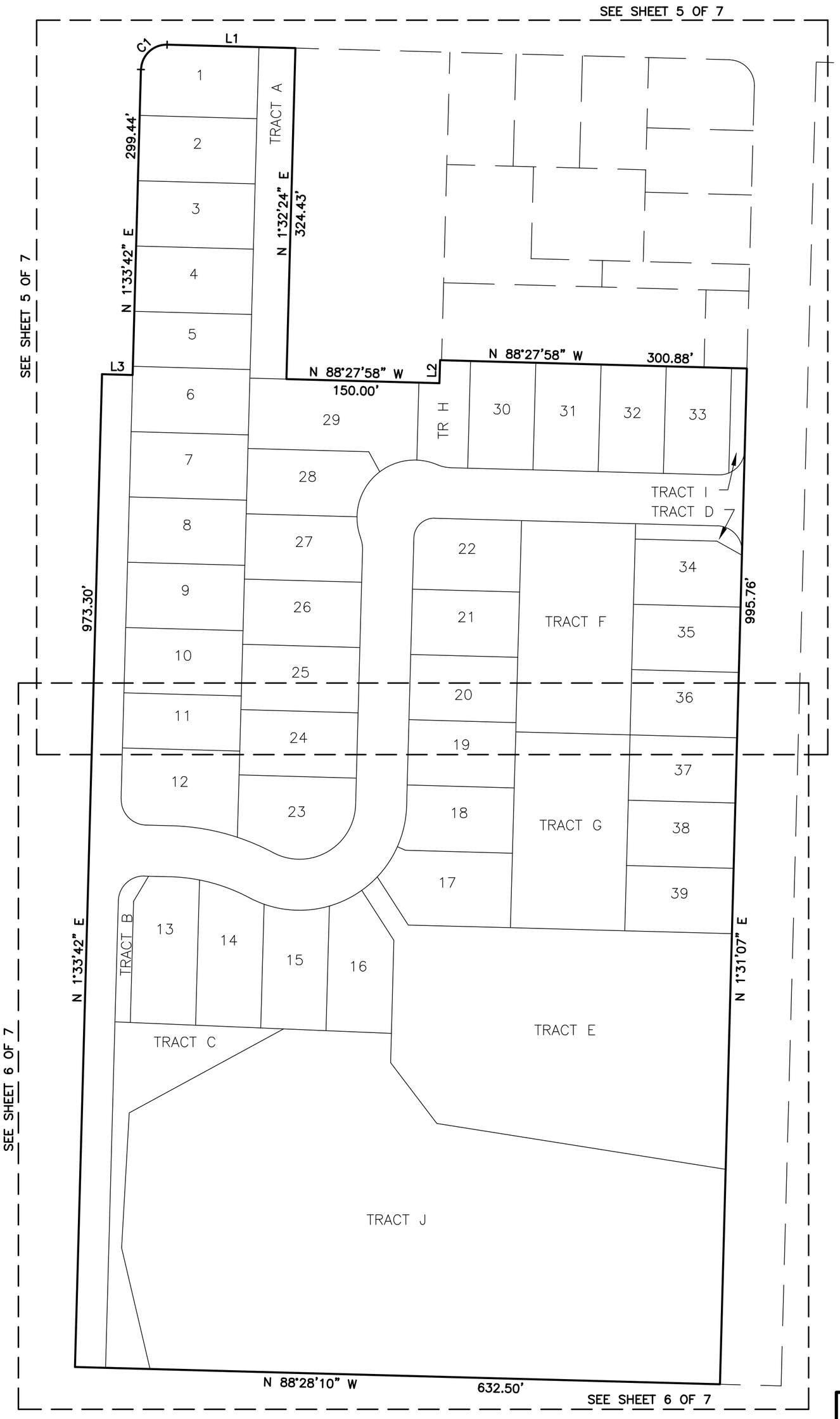
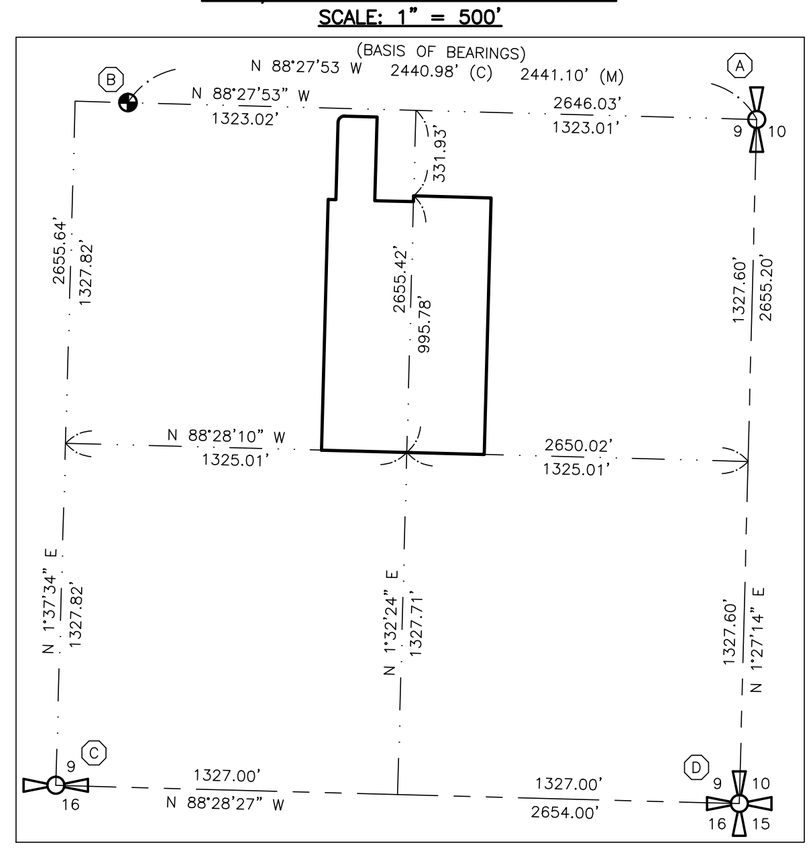
LAUREL HILLS DIV. II & III

NW 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
NE 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON



SE 1/4 SECTION 9-24-6E DETAIL

SCALE: 1" = 500'



80 0 80 160 240

Scale 1" = 80'

MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91)

EQUIPMENT & PROCEDURES

A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

REFERENCES

1. LAUREL HILL ESTATES DIVISION I AS RECORDED IN VOLUME 24, PAGES 26-28, UNDER RECORDING NUMBER 20070321000821.
2. CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00012 AS RECORDED IN BOOK 206 OF SURVEYS, AT PAGES 107-108, UNDER RECORDING NUMBER 20060608900006.
3. PLAT OF CROFTON AS RECORDED IN VOLUME 247 OF PLATS, AT PAGES 87-91, UNDER RECORDING NUMBER 20080522000709.
4. PLAT OF WYNN ROSE AS RECORDED IN VOLUME 223 OF PLATS, AT PAGES 33-37, UNDER RECORDING NUMBER 20040909001205.

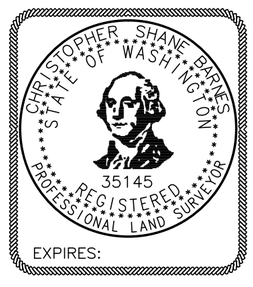
MONUMENT LEGEND

(A) E 1/4 COR SECTION 9-24-6E: FOUND 4"X4" CONC. MON WITH 1-1/2" BRASS DISC WITH 'X' DOWN 0.5' IN A CASE. HELD FOR POSITION. (5/03)

(B) FOUND 4"X4" CONC. MON WITH 1-1/2" BRASS DISC STAMPED "35145" WITH 'X'. HELD FOR ROTATION. (5/03)

(C) CALCULATED POSITION PER REFERENCES 1 & 2.

(D) CALCULATED POSITION PER REFERENCE 1 & 2.



TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	39.26	089°58'25"	25.00
L1	125.78	N 88°27'53" W	
L2	22.50	N 01°32'24" E	
L3	30.00	N 88°27'58" W	

M G & A
Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

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CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

JOB NO. 10054
SHEET 4 OF 7

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LAUREL HILLS DIV. II & III

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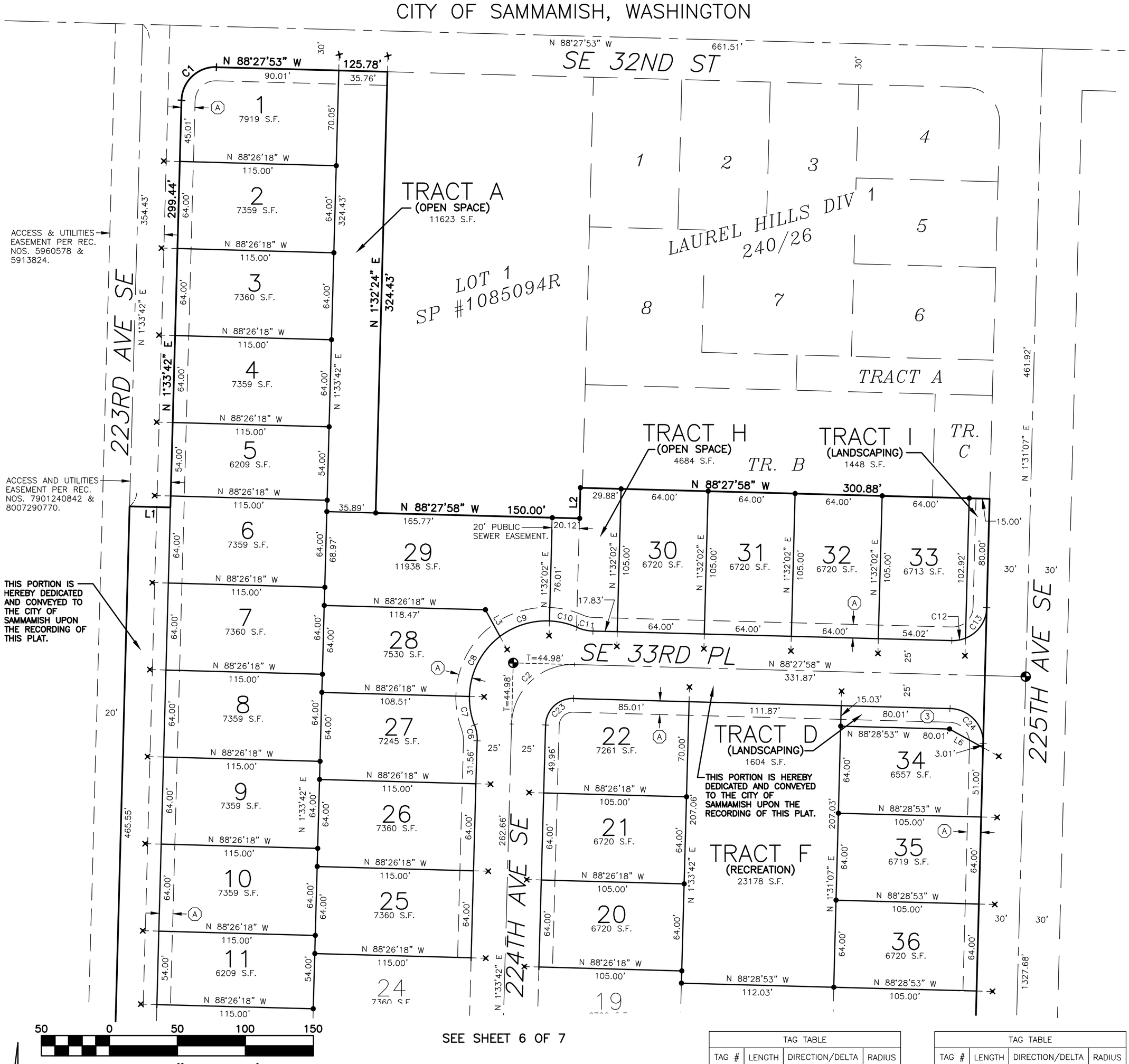
NE 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON



SEE SHEET 6 OF 7

50 0 50 100 150

Scale 1" = 50'

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91)

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

LEGEND

- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
- ◐ SET 4" X 4" CONCRETE MONUMENT WITH 1-1/2" DIAMETER BRASS DISC STAMPED "35145" WITH 'X' IN A CASE.
- × LEAD PLUG IN CURB WITH TACK AND WASHER STAMPED "35145" ON EXTENSION OF PROPERTY LINE. SEE CURB PLUG TABLE, SHEET 2, FOR DISTANCE FROM TACK TO FRONT PROPERTY CORNER.
- (A) 10' PUBLIC AND PRIVATE UTILITY EASEMENT. SEE NOTE 18, SHEET 2, AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 3.
- (3) PUBLIC DRAINAGE EASEMENT OVER TRACT D. SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 3.

NOTES

1. SEE BUILDING SETBACK DETAIL ON SHEET 3 OF 7 FOR TYPICAL LOT SETBACKS APPLICABLE TO ALL LOTS.

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	39.26	089°58'25"	25.00
C2	70.66	089°58'21"	45.00
C6	11.86	022°17'18"	30.50
C7	21.43	021°43'43"	56.50
C8	51.24	051°57'48"	56.50
C9	38.86	039°24'37"	56.50
C10	21.15	021°26'49"	56.50
C11	11.86	022°17'18"	30.50

TAG TABLE

TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C12	10.27	023°31'37"	25.00
C13	29.01	066°29'18"	25.00
C23	31.41	089°58'21"	20.00
C24	39.26	089°59'04"	25.00
L1	30.00	N 88°27'58" W	
L2	22.50	N 01°32'24" E	
L3	22.35	N 28°46'12" W	
L6	28.17	N 61°00'02" W	

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES:

Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

JOB NO. 10054
SHEET 5 OF 7

CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

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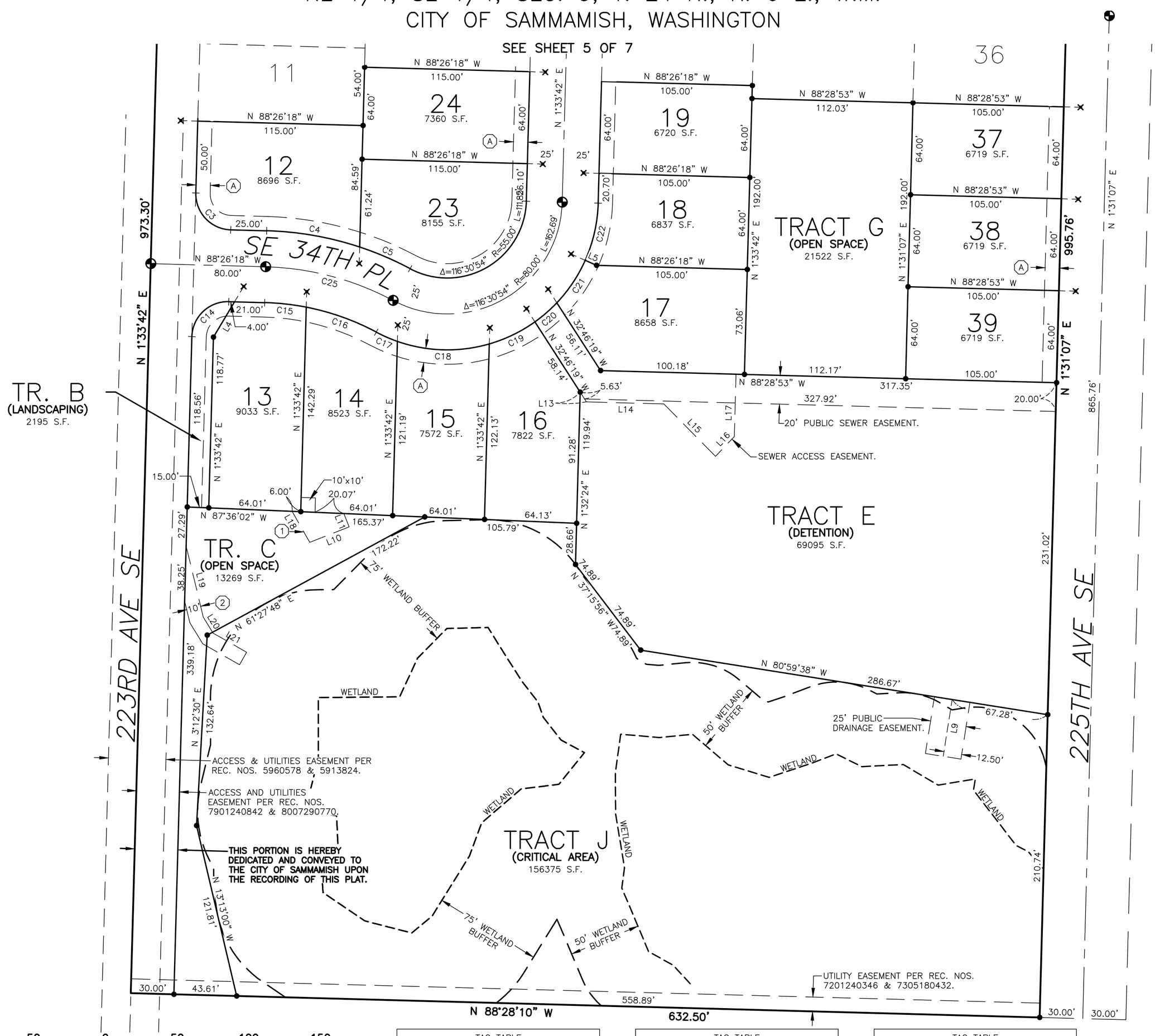
CITY OF SAMMAMISH, WASHINGTON



TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C3	39.27	090°00'00"	25.00
C4	65.94	016°47'27"	225.00
C5	38.19	009°43'26"	225.00
C14	39.27	090°00'00"	25.00
C15	29.13	009°32'17"	175.00
C16	51.85	016°58'37"	175.00
C17	16.07	008°46'11"	105.00
C18	65.03	035°29'16"	105.00
C19	35.42	019°19'49"	105.00
C20	20.24	011°02'42"	105.00
C21	35.69	019°28'21"	105.00
C22	41.07	022°24'36"	105.00

TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C25	92.55	026°30'54"	200.00
L4	28.66	N 30°48'23" E	
L5	8.58	N 66°01'42" W	
L9	40.00	N 09°00'22" E	
L10	29.46	S 68°29'45" W	
L11	9.94	N 21°30'15" W	
L13	8.05	N 32°46'19" W	
L14	53.84	N 88°28'53" W	
L15	51.22	N 44°34'58" W	
L16	19.00	N 43°38'50" E	
L17	43.42	N 01°31'07" E	
L18	24.81	N 29°39'36" W	

TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
L19	50.74	N 13°35'36" W	
L20	13.06	N 31°29'00" W	
L21	26.88	N 60°13'28" W	

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91)

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

LEGEND
- ● SET 1/2" X 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 32434/35145" (EXCEPT AS OTHERWISE NOTED).
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- (A) 10' PUBLIC AND PRIVATE UTILITY EASEMENT. SEE NOTE 18, SHEET 2, AND WATER AND SEWER EASEMENT PROVISIONS, SHEET 3.
- (1) PRIVATE STORM DRAINAGE EASEMENT. SEE NOTE 19, SHEET 2.
- (2) PUBLIC DRAINAGE EASEMENT, SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 3.

NOTES
1. SEE BUILDING SETBACK DETAIL ON SHEET 3 OF 7 FOR TYPICAL LOT SETBACKS APPLICABLE TO ALL LOTS.

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES:

CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

JOB NO. 10054
SHEET 6 OF 7

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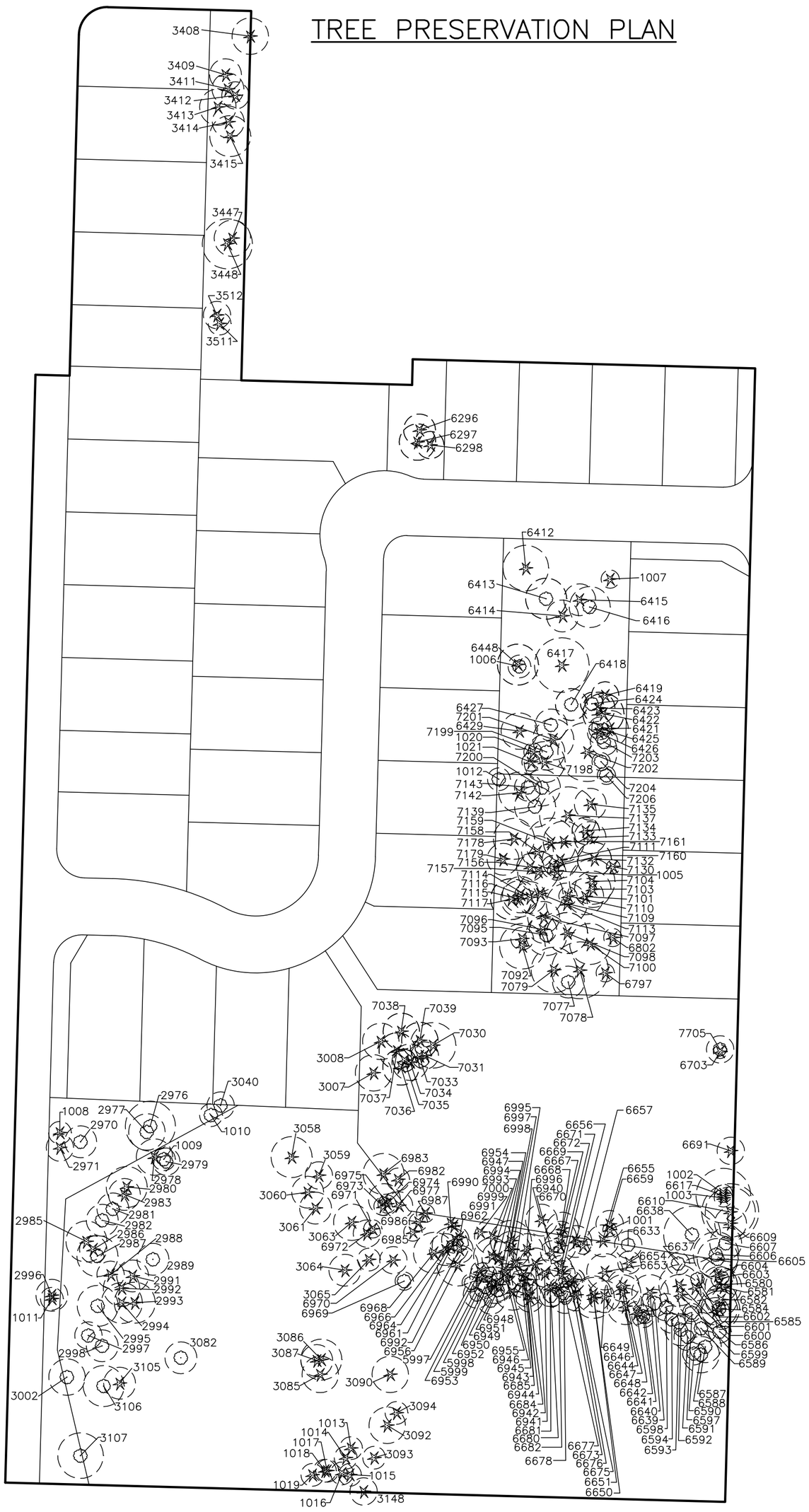
CITY OF SAMMAMISH, WASHINGTON

TREE PRESERVATION PLAN



TREE INVENTORY

TREE NO	SPECIES	DBH
1001	DOUGLAS-FIR	8
1002	WESTERN RED-CEDAR	9
1003	WESTERN RED-CEDAR	9
1005	DOUGLAS-FIR	10
1006	BIGLEAF MAPLE	12
1007	WESTERN RED-CEDAR	9
1008		
1009		
1010		
1011		
1012		
1013		
1014		
1015		
1016		
1017		
1018		
1019		
1020		
1021		
2970	WESTERN RED-CEDAR	24
2971	DOUGLAS-FIR	14
2976	WESTERN RED-CEDAR	60
2977	WESTERN RED-CEDAR	14
2978	HEMLOCK	18
2979	WESTERN RED-CEDAR	14
2980		
2981		
2982		
2983		
2985		
2986		
2987		
2988		
2989		
2991		
2992		
2993		
2994		
2995		
2996	DOUGLAS-FIR	18
2997		
2998		
3002	WESTERN RED-CEDAR	40
3007	DOUGLAS-FIR	24
3008	DOUGLAS-FIR	22
3040	WESTERN RED-CEDAR	26
3058		
3059		
3060		
3061		
3063		
3064		
3065		
3082		
3085		
3086		
3087		
3090		
3092		
3093		
3094		
3105		
3106		
3107	WESTERN RED-CEDAR	40
3148	DOUGLAS-FIR	12
3408	DOUGLAS-FIR	28
3409	WESTERN RED-CEDAR	29
3411	DOUGLAS-FIR	24
3412	DOUGLAS-FIR	26
3413	DOUGLAS-FIR	27
3414	DOUGLAS-FIR	20
3415	DOUGLAS-FIR	26
3447	DOUGLAS-FIR	21
3448	DOUGLAS-FIR	34
3511	HEMLOCK	11
3512	DOUGLAS-FIR	10
5997		
5998		
5999		
6296	DOUGLAS-FIR	18
6297	DOUGLAS-FIR	16
6298	DOUGLAS-FIR	13
6412	GRAND FIR	16
6413	WESTERN RED-CEDAR	28

TREE NO	SPECIES	DBH
6414	HEMLOCK	18
6415	DOUGLAS-FIR	1
6416	WESTERN RED-CEDAR	20
6417	DOUGLAS-FIR	26
6418	DOUGLAS-FIR	16
6419	DOUGLAS-FIR	12
6421	DOUGLAS-FIR	28
6422	DOUGLAS-FIR	20
6423	DOUGLAS-FIR	20
6424	WESTERN RED-CEDAR	11
6425	WESTERN RED-CEDAR	10
6426	DOUGLAS-FIR	10
6427	WESTERN RED-CEDAR	10
6429	WESTERN RED-CEDAR	12
6448	BIGLEAF MAPLE	12
6580		
6581		
6582		
6584		
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6586		
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6591		
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6594		
6597		
6598		
6599		
6600		
6601		
6602		
6603	WESTERN RED-CEDAR	11
6604	DOUGLAS-FIR	12
6605	WESTERN RED-CEDAR	18
6606	WESTERN RED-CEDAR	26
6607	WESTERN RED-CEDAR	24
6609	DOUGLAS-FIR	16
6610	DOUGLAS-FIR	24
6617	WESTERN RED-CEDAR	9
6633	WESTERN RED-CEDAR	11
6637		
6638	WESTERN RED-CEDAR	40
6639		
6640		
6641		
6642		
6644		
6646		
6647		
6648		
6649		
6650		
6651		
6653		
6654		
6655	HEMLOCK	18
6656		
6657		
6659	DOUGLAS-FIR	8
6667	DOUGLAS-FIR	18
6668		
6669		
6670		
6671		
6672		
6673		
6675		
6676		
6677		
6678		
6680		
6681		
6682		
6684		
6685		
6691	WESTERN RED-CEDAR	12
6703	WESTERN RED-CEDAR	14
6797	DOUGLAS-FIR	20
6802	DOUGLAS-FIR	8
6940	DOUGLAS-FIR	20

TREE NO	SPECIES	DBH
6941		
6942		
6943		
6944		
6945		
6946		
6947		
6948		
6949		
6950		
6951		
6952		
6953		
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6971		
6972		
6973		
6974		
6975		
6977	DOUGLAS-FIR	10, 10
6982	DOUGLAS-FIR	12
6983	DOUGLAS-FIR	26
6985		
6986	DOUGLAS-FIR	12
6987	DOUGLAS-FIR	12
6990		
6991		
6992		
6993		
6994		
6995		
6996		
6997	DOUGLAS-FIR	18
6998	DOUGLAS-FIR	24
6999		
7000	DOUGLAS-FIR	18
7030	DOUGLAS-FIR	30
7031	DOUGLAS-FIR	14
7033	DOUGLAS-FIR	12
7034	DOUGLAS-FIR	20
7035	DOUGLAS-FIR	12
7036	DOUGLAS-FIR	20
7037	DOUGLAS-FIR	18
7038	DOUGLAS-FIR	18
7039	DOUGLAS-FIR	28
7077	WESTERN RED-CEDAR	11
7078	DOUGLAS-FIR	30
7079	DOUGLAS-FIR	28
7092	DOUGLAS-FIR	28
7093	DOUGLAS-FIR	16
7095	WESTERN RED-CEDAR	22
7096	DOUGLAS-FIR	18
7097	DOUGLAS-FIR	22
7098	DOUGLAS-FIR	26
7100	DOUGLAS-FIR	26
7101	DOUGLAS-FIR	24
7103	DOUGLAS-FIR	20
7104	DOUGLAS-FIR	28
7109	DOUGLAS-FIR	20
7110	DOUGLAS-FIR	13
7111	DOUGLAS-FIR	24
7113	DOUGLAS-FIR	30
7114	DOUGLAS-FIR	20
7115	DOUGLAS-FIR	20
7116	DOUGLAS-FIR	18
7117	DOUGLAS-FIR	28
7130	DOUGLAS-FIR	10
7132	DOUGLAS-FIR	22
7133	DOUGLAS-FIR	18
7134	DOUGLAS-FIR	16
7135	HEMLOCK	18
7137	DOUGLAS-FIR	30
7139	WESTERN RED-CEDAR	24
7142	DOUGLAS-FIR	22
7143	WESTERN RED-CEDAR	12

CHRISTOPHER SHANE BARNES
STATE OF WASHINGTON
35145
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES:

NOTES:

1. MISSING TREE DATA NOT PROVIDED IN ARBORIST REPORT.

CITY OF SAMMAMISH FILE NO. PLN2005-00089 & PLN2006-00066

JOB NO. 10054
SHEET 7 OF 7

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City Council Agenda Bill

Meeting Date: **February 8, 2011** Date Submitted: February 2, 2011

Originating Department: Community Development

Clearances:

- [x] City Manager
- [x] Attorney
- [ ] Admin Services
- [x] Community Development
- [ ] Finance & IT
- [ ] Fire
- [ ] Parks & Recreation
- [ ] Police
- [ ] Public Works

Subject: Transfer of Development Rights - amendments to the Sammamish Municipal Code

Action Required: Second Reading, Public Hearing, Adoption

Exhibits:
1. Proposed Ordinance with Attachment A
2. In-City Sending Site area map
3. Summary of escape hatch clauses by Cascade Land Conservancy

Budget: N/A

Summary Statement:

To implement the adopted Town Center Subarea Plan, this ordinance would adopt Transfer of Development Rights regulations. The Development Regulations would be codified in the Sammamish Municipal Code as chapter 21A.80, and authorize sending sites within the City or unincorporated King County to transfer density into the Town Center. The proposed regulations are intended to complement the approved Interlocal Agreement with King County.

Background:
The Planning Commission and staff held a public hearing on November 4 that was continued to November 10, 2010. The Planning Commission received public input from a private property owner in the Town Center. On December 14, 2010, the Planning Commission recommended that the City Council adopt the Draft Ordinance and Attachment A; on January 18, 2011 the City Council opened the public hearing and continued the public hearing to February 8, 2011.

The City Council identified policy items, which are summarized below:

1. City Council review of incentive table modifications,
2. Include TC-D zone as an eligible receiving site,
3. Retain TC-A zone as an eligible receiving site,
4. Create a “Cap” on the number of TDR units authorized in the Town Center, and
5. Include the TC-D zoned properties as a possible sending site.

The City Council also requested background documentation regarding the “escape hatch” clause in the conservation easement language, which is included as Exhibit 3.

City Council Agenda Bill

Financial Impact: N/A

Recommended Motions: Open public hearing and take testimony.

Close public hearing and move to adopt the Transfer of Development Rights Regulations as 21A.80 of the Sammamish Municipal Code.

DRAFT
CITY OF SAMMAMISH
WASHINGTON

ORDINANCE NO. O2011 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, REPEALING THE TRANSFER OF DEVELOPMENT DENSITY CREDITS REGULATIONS AND ADOPTING TRANSFER OF DEVELOPMENT RIGHTS REGULATIONS CODIFIED INTO CHAPTER 80 OF TITLE 21A OF THE SAMMAMISH MUNICIPAL CODE

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003, and the City has enacted zoning consistent with the comprehensive plan; and

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003 and subsequent revisions have been made since that time; and

WHEREAS, the City Council adopted the Town Center Plan on June 9, 2008, which established the policy basis for the development of the Transfer of Development Rights regulations and program; and

WHEREAS, the Transfer of Development Rights regulations and program will authorize development consistent with the policy direction of the adopted Town Center Plan, subject to specific regulatory provisions; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed Transfer of Development Rights regulations was issued on January 24, 2011; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on December 8, 2010 and was granted expedited review on January 6, 2011; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities at public meetings and hearings before the Planning Commission and City Council between November of 2010 and February of 2011; and

WHEREAS, the Planning Commission held public meetings and public hearings in November of 2010 and forwarded recommended Transfer of Development Rights regulations to the City Council on December 14, 2010; and

WHEREAS, the City Council considered the proposed Transfer of Development Rights at a City Council public hearing on January 18, 2011, which was continued on February 8, 2011; and

WHEREAS, the City Council considered the Planning Commission's recommendation, public comment, and other available information.

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

Section 1. Adoption of the Transfer of Development Rights regulations. The Transfer of Development Rights Regulations as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Codification of the Transfer of Development Rights regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of the Transfer of Development Rights ordinance into Title 21A of the Sammamish Municipal Code for ease of use and reference.

Section 3. Interpretation. The City Council authorizes the Community Development Director to administratively interpret these provisions as necessary to implement the intent of the Council.

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

Section 5. Effective Date. This ordinance shall 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 _____ 2011.

CITY OF SAMMAMISH

_____

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

_____
Melonie Anderson, City Clerk

Approved as to form:

_____
Bruce L. Disend, City Attorney

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

TDR Ordinance Elements:

- 21A.80 – Transfer of Development Rights (*New chapter replacing original)*
  - 21A.80.010 Purpose
  - 21A.80.020 Applicability
  - 21A.80.030 Sending Sites
  - 21A.80.040 Receiving Sites
  - 21A.80.050 Calculation of Available Development Rights from Sending Sites
  - 21A.80.060 Sending Site Certification
  - 21A.80.070 Documentation of Restrictions
  - 21A.80.080 Sending Site Development Limitations
  - 21A.80.090 Receiving Site Incentives
  - 21A.80.100 TDR Transfer Process

- 21A.15 - Technical Terms and Land Use Definitions *(Supplemental sections)*
  - 21A.15.XXX “Conservation easement”
  - 21A.15.XXX "Development right"
  - 21A.15.XXX “Interlocal agreement”
  - 21A.15.XXX “Partially Developed”
  - 21A.15.955 "Receiving site" (*Replaced definition)*
  - 21A.15.XXX "Sending site"
  - 21A.15.XXX "TDR certificate"
  - 21A.15.XXX “TDR certificate of intent”
  - 21A.15.XXX "TDR program"
  - 21A.15.XXX "TDR sending site application"
  - 21A.15.XXX "Transfer of Development Rights (TDR)"

- 20.05 – Procedures for Land Use Permit Applications, Public Notice, Hearings, and Appeals
  - 20.05.020 Classification of land use decision processes *(Edit)*

Transfer of Development Rights

21A.80.010 Purpose and Intent

21A.80.020 Applicability

21A.80.030 Sending Site Categories and Criteria

21A.80.040 Receiving Sites

21A.80.050 Calculation of Available Development Rights from Sending Sites

21A.80.060 Sending Site Certification

21A.80.070 Documentation of Restrictions

21A.80.080 Sending Site Development Limitations

21A.80.090 Receiving Site Incentives

21A.80.100 TDR Transfer Process

21A.80.010 Purpose and Intent.

A. The purpose of the transfer of development rights (TDR) program is to implement a market-based tool to permanently preserve partially developed or undeveloped land with important public benefits, such as farmland, forestland, open space, and wildlife habitat, through the private acquisition of the development rights on those lands ("sending sites") and the subsequent transfer of those rights to lands more suitable for development ("receiving sites").

B. The TDR provisions supplement land use regulations, resource protection efforts and open space acquisition programs and are intended to encourage increased residential development density or increased commercial square footage where it can best be accommodated by:

1. Providing an incentive process for property owners of partially developed property, undeveloped land, farmland, forestland, open space and wildlife habitat to preserve lands with a public benefit; and
2. Providing an administrative review process to ensure that transfers of development rights are evaluated and administered in a fair and timely manner in accordance with other City goals and policies.

21A.80.020 Applicability.

All new development on a site identified as a "receiving site" pursuant to 21A.80.040 shall have the option to acquire a certified Transfer of Development Right to increase the development potential of the receiving site. All private property owners owning a site that qualifies as a "sending site" pursuant to 21A.80.030 and 21A.80.050 shall have the option to request sending site certification and to sell the development potential of a sending site to an interested buyer. The development potential of a sending site, as determined by site certification pursuant to SMC 21A.80.060, may be transferred and credited to a receiving site only when the transfer is approved in accordance with this chapter.

21A.80.030 Sending Site Categories and Criteria.

A. A sending site may be certified by the City pursuant to SMC 21A.80.060 provided the sending site meets the criteria for one of the following sending site categories below, and the provisions of section "B.".
   1) In-City Sending Sites. Undeveloped or partially developed properties located within the following areas may qualify as "in-City sending sites". The department shall maintain maps of the approximate location of these areas, which shall be subject to field verification as part of the certification process:
      a. Properties located within the Thompson Sub-basin; or,
      b. Properties located within the Inglewood Sub-basin; or,
      c. Properties located within Erosion Hazards – special district overlay; or,
      d. Properties located within the Wetland Management Areas – special district overlay.
   2) Inter-jurisdictional Sending Sites:
      a. Unincorporated King County land identified by the City Council in an Interlocal Agreement with King County; or
      b. Land identified by the City Council in an Interlocal Agreement with another jurisdiction.
   3) For the purposes of this chapter, "undeveloped" properties are properties that have the potential to accommodate dwelling units and do not currently contain dwelling units.

B. To be eligible for the TDR program, all sending sites shall be certified by the City pursuant to SMC 21A.80.060, have intact development potential, and provide a defined public benefit.
   1) A sending site is deemed to have a defined public benefit if the site is:
      a. Open space adjacent to, or connected with, City Park or open space lands; or
      b. Wildlife habitat for threatened and/or endangered species listed by the federal government or the State of Washington; or
      c. Located such that preservation will provide additional protection for sensitive sub-basins or environmentally critical areas; or
      d. Farmland; or
      e. Forestland.
   2) A sending site is deemed to have intact development potential if the area proposed for conservation is:
      a. Of sufficient area to create at least one development right pursuant to 21A.80.050; and
      b. Contiguous, except for division by public rights-of-way; and
      c. The sending site's development rights or development capacity is not exhausted through any of the following:
         i. Existing development on the site; or
         ii. Agriculture, recreation, or open space easements; or
         iii. Conservation of environmentally sensitive areas and their buffers through means including, but not limited to, an open space easement or native growth easement; or
         iv. Alteration by a conservation easement, or through any agreement.

C. Development rights acquired from eligible sending sites may be transferred to eligible receiving sites through the TDR transfer process. After completion of the conveyance of a sending site's development rights, the property shall be maintained in a condition that is consistent with the criteria in this chapter under which the sending site was qualified by means of a TDR conservation easement.

D. Publicly owned property shall not be eligible to become a sending site unless the site is identified as a sending site in an interlocal agreement.

21A.80.040 Receiving Sites.

A. Eligible receiving sites shall be:
   1. Town Center Subarea properties as follows:
      a. Commercial properties in Zone A of the Town Center Subarea
      b. Residential properties in Zones A, B, C, and D of the Town Center Subarea
   2. [Placeholder for future receiving sites]

B. Except as provided in this chapter, development of a receiving site shall remain subject to all use, lot coverage, height, setback and other applicable requirements of the Sammamish Municipal Code.

C. A Town Center Subarea receiving site may accept density credits, up to the maximum density authorized pursuant to SMC 21B.25, from any sending site or combination of sending sites.

D. A [Placeholder for future receiving sites] receiving site may accept density credits, up to the maximum density authorized pursuant to SMC 21A.25, from any sending site or combination of sending sites.

21A.80.050 Calculation of Available Development Rights from Sending Sites.

The number of development rights that a sending site is eligible to sell under this program shall be calculated based upon the sending site category established pursuant to SMC 21A.80.030, provided:

A. Inter-jurisdictional Sending Sites.
   1. The number of development rights eligible for sale on a sending site located on land identified by the City Council in an Interlocal Agreement with another jurisdiction, shall be determined pursuant to the Interlocal Agreement.
   2. If the sending site is located on un-incorporated King County land identified by the City Council in an Interlocal Agreement with King County, the number of development rights eligible for sale may be determined pursuant to the Interlocal Agreement.

B. In-City Sending Sites. The number of development rights eligible for sale on a sending site located in the In-City Preservation Sending Site category shall be determined pursuant to SMC 21A.25.070 and 21A.25.080, subject to the limitation of subsection "C." below, and provided that the minimum number of development rights for a undeveloped property shall be one per legal lot.

C. No development rights may be assigned to land already encumbered by a conservation easement unless expressly reserved by the easement.

21A.80.060 Sending Site Certification

A. Sending sites located within Sammamish
   1. The City shall be responsible for determining whether properties are eligible to be considered a sending site. The City shall base its decision on the materials provided by the landowner in a TDR sending site application and a satisfaction of the sending site requirements outlined in 21A.80.030 and calculations in 21A.80.050.
   2. Responsibility for preparing a completed sending site application rests exclusively with the applicant. Application forms shall be available from the Department of Community Development.
   3. Sending site landowners may obtain TDR certificates which can be transferred pursuant to 21A.80.100 and used by receiving area landowners. The process for obtaining the TDR certificates is as follows:
      a. Following City review and approval of an application for TDR certificates by the sending site owner, the City shall issue a TDR certificate letter of intent. The letter shall contain the following:

i. A determination of the number of development rights calculated for the sending site pursuant to 21A.80.050 and 21A.80.100; and

ii. An agreement by the City to issue a corresponding number of TDR certificates in conversion for an conservation easement granted by the City or the City's designated agent; and

iii. A summary of the expected terms of use for the sending site established through 21A.80.070.

b. The sending site owner may use the TDR certificate letter of intent to market sending site development rights to potential purchasers, but the certificate letter of intent shall have no value and cannot be transferred or used to obtain increased development rights within receiving areas.

c. The letter of intent shall expire 10 years from the date of issuance by the City of Sammamish.

d. As provided by the TDR certificate letter of intent, the City shall issue serially numbered TDR certificates to the sending site owner upon acceptance of a TDR conservation easement. The City shall have 90 days from the date the conservation easement is offered by the sending site owner in which to conduct, at its discretion, a review of the sending site records and/or a site inspection.

e. A TDR conservation easement will not encumber a sending site until such time as a TDR certificate or certificates have been issued to sending site landowners pursuant to 21A.80.100 except by owner preference. The Director is authorized to create administrative rules to provide for phased development of a project incorporating TDRs.

B. Sending sites located outside of Sammamish

1. All development rights transferred through an interlocal agreement with another jurisdiction from sending sites located outside of the city limits of Sammamish shall be transferred into Sammamish pursuant to the terms of the interlocal TDR agreement with the relevant jurisdiction.

2. All development rights that are not subject to the terms of an interlocal agreement with another jurisdiction and are transferred from sending sites located outside the city limits of Sammamish, shall be transferred into Sammamish pursuant to 21A.80.060(A).

21A.80.070 Documentation of Restrictions

A. TDR certificates issued to sending sites by the City of Sammamish shall have a conservation easement restricting the deed and granted to the City of Sammamish, or an appropriate agent, recorded with King County and notice placed on the title of the sending parcel.

B. TDR certificates issued to sending sites pursuant to an interlocal agreement with another jurisdiction shall have a conservation easement restricting the deed recorded with King County and notice placed on the title of the sending parcel.

C. The Director shall establish the form of conservation easements issued by the City of Sammamish; however the conservation easement shall contain at a minimum, the following items:

1. The number of development rights extinguished on the sending site through the TDR certificate issuance;

2. The specific public benefit identified on the subject site pursuant to SMC 21A.80.030; and,

3. The terms of use for the subject site, consistent with required protections of the identified public benefit;

4. The intent of the conservation easement shall be to encumber the property perpetually; however, authorization for the release of the conservation easement may be granted, subject to the following provisions:
    a. At least 50 years have elapsed from the date of recording of the conservation easement, and provided the Director determines that the public benefit is eliminated pursuant to sections “b.” through “d.” below. If the Director determines that public benefit is eliminated, the time period may be reduced to a minimum of 10 years, subject to the provisions “b.” through “d.” below; and
    b. The City has the first right of refusal on acquisition of the property; and
    c. The Director shall determine that:
        i. The original purpose of the easement is no longer practical or economical; and
        ii. The original public benefit has been effectively eliminated on the constrained sending site;
    d. The public benefit is preserved by the owner of the sending site:
        i. Acquiring sufficient development rights from an alternative sending site and preserving an equivalent public benefit as determined by the Director; or
        ii. Providing an equivalent public benefit to the City as determined by the Director, in the case where a TDR program is no longer applicable.

21A.80.080 Sending Site Development Limitations

A. Sending sites that the City has issued TDR Certificate letter of intent for, shall be limited to uses consistent with the purpose and intent of this chapter and with the criteria originally used as the basis for issuing the letter of intent to the sending site pursuant to SMC 21A.80.030 and .060. Failure to use the sending site in a manner consistent with the original certification may result in the City not issuing TDR certificates.
B. When only a portion of a site’s development rights have been conveyed and extinguished, the owner retains all rights on the remaining buildable portion of the property and may exercise them pursuant to Sammamish Municipal Code.
C. The conservation easement by its terms may reserve dwelling units that may be developed in the future. Transferred development rights explicitly identified in the conservation easement pursuant to SMC 21A.80.070, shall be separated from the property through the conservation easement.
D. The landowner shall not undertake any division, subdivision or partitioning of the property, whether by physical or legal process, which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the property is divided into lots or in which title to different portions of the property are not held in unified ownership, unless such land division allocates the reserved development rights between the divided parcels of property in a manner consistent with the terms of the conservation easement.
E. Use of a sending site subject to a conservation easement shall be limited to uses consistent with the purpose and intent of this chapter and with the criteria originally used to establish the sending site.
F. Once an undeveloped or partially developed sending site has been encumbered by a conservation easement, additional development potential within the sending site area constrained by the conservation easement cannot be created by means of a rezone of the property.

21A.80.090 Receiving Site Incentives

A. Development rights may be purchased to achieve TDR-based incentive densities allowed by Sammamish development regulations on receiving sites identified in 21A.80.040.

B. Receiving site incentives:

1. Town Center

i. The following table outlines TDR-based incentives for eligible receiving sites with the purchase of a development right. (For example, a sending site in the R-1 zone that generates 1 TDR, will allow for the creation of 4 dwelling units at a receiving in the TC-C zone of the Town Center. Alternatively, the same site in the R-1 zone that generates 1 TDR, will allow 7,716 square feet of additional commercial development in the Town Center):

Table A – Receiving site incentive table.

		Sending Zoning			
		R-1	R-4	R-6	KC Lands
Receiving Zoning	Commercial	7716 sq-ft	3560 sq-ft	2600 sq-ft	3560 sq-ft
	Zone C	4 du	2 du	1 du	2 du
	Zone B	7 du	3 du	2 du	3 du
	Zone A	10 du	5 du	4 du	5 du
	Zone D	7 du	3 du	2 du	3 du

2. [Placeholder for future receiving sites]

C. Modification of receiving site incentives:

1. The Director is authorized to administratively adopt a revised incentive table to address changing economic conditions or to further refine the receiving site incentives. The Director is also authorized to administratively adopt receiving site incentives for sending sites not currently identified in section "B" above. The incentive table shall not be revised more than once in a calendar year. The Director shall base the administrative adoption of a revised incentive table on the following economic analysis:

i. The expected marginal value of the receiving site incentives; and

ii. The prevailing cost of per square foot commercial or residential development and the impact of the acquisition of TDR's on a project marginal returns; and

iii. The appropriate regional costs of development per commercial square foot or residential dwelling unit; and

iv. Consistency with the conservation principles and purpose and intent of this chapter.

2. Once adopted by the Director, the modified receiving site incentive table shall be used for calculation of receiving site incentives. Within 14 days of adopting a revised incentive table, the Director shall mail notification to property owners with an active TDR certificate letter of intent following adoption of a revised incentive table.

3. If adoption of a revised incentive table is requested by a developer or private property owner, the burden of preparing the economic analysis shall be on the developer or private property owner.

4. The Director shall keep a log of modified receiving site incentives and shall periodically report the modifications to the City Council.

21A.80.100 TDR Transfer Process

A. Receiving site landowners are required to transfer sending site TDR certificates to achieve TDR-based incentive densities. Permit applications may be submitted without the purchase of TDR certificates, but no permits for development associated with a TDR project shall be issued until the TDR certificate requirement is satisfied.

B. The required TDR certificates may be acquired by:

1. Transferring development rights from certified sending sites; or
2. Transferring development rights from certified sending sites owned by a receiving site owner; or
3. Purchasing previously purchased, unexecuted development rights from another buyer.

C. All receiving site projects using TDR must be in accordance with all other applicable laws and regulations.

21A.15 Technical Terms and Land Use Definitions

…

21A.15.XXX "Conservation easement" is a legal agreement between a landowner and a land trust or government agency that permanently limits uses of the land in order to protect its non-development values. It allows the landowner to continue to own and use the land, to sell it, or to pass it on to heirs. A conservation easement is placed on a sending site at the time development rights are sold from the property. The conservation easement typically prohibits any further development of the property but allows resource uses, such as farming and forestry, to continue.

21A.15.XXX "Development right" is an interest in and the right under current law to use and / or subdivide a lot for any and all residential, commercial, and industrial purposes.

21A.15.XXX "Interlocal agreement" is a legal contract between two or more local jurisdictions (cities and counties) that specifies the conditions under which development rights may be transferred (typically from an unincorporated county into an incorporated city). Interlocal agreements must be endorsed by the legislative bodies of both jurisdictions.

21A.15.XXX "Partially Developed" means a lot or lots where a portion of the lot or lots have been improved with a single family home and associated appurtenances consistent with the underlying zoning designation, and the remaining portion of the lot or lots are unimproved and retains additional development right(s).

21A.15.955 ~~"Receiving site" means land for which allowable residential density is increased over the base density permitted by the underlying zone, by virtue of permanently securing and dedicating to the City of Sammamish, or another qualifying agency, the development potential of an associated sending site.~~ "Receiving site" means those lots where the procurement of development rights enable a permissible change in the allowed intensity on the property pursuant to the TDR chapter and all other controlling policies and law.

21A.15.XXX "Sending site" means designated lot or lots with development rights which landowners may sell in exchange for placing a conservation easement on the property or a portion of the property.

21A.15.XXX "TDR certificate" is a form of currency that represents development rights available for sale and use.

21A.15.XXX "TDR certificate of intent" is a document issued to a landowner upon approval of a TDR sending site application. The letter contains a determination of the number of development rights calculated for the sending site and an agreement by the City to issue a corresponding number of TDR certificates in exchange for a conservation easement. The sending site owner may use the TDR certificate letter of intent to market development rights to potential purchasers, but the letter of intent document has no value itself and cannot be transferred or used to obtain increased development rights within receiving areas.

21A.15.XXX "TDR program" is a market-based program that permanently conserves lands with important public benefits by establishing a means to transfer development rights from eligible sending sites to eligible receiving sites through a voluntary process that fairly compensates landowners while providing a public benefit for communities.

21A.15.XXX "TDR sending site application" is an application that a sending site landowner must file in order to be eligible for consideration for designation as a TDR sending site.

21A.15.XXX "Transfer of Development Rights (TDR)" means the transfer of the right to develop or build from sending sites to receiving sites.

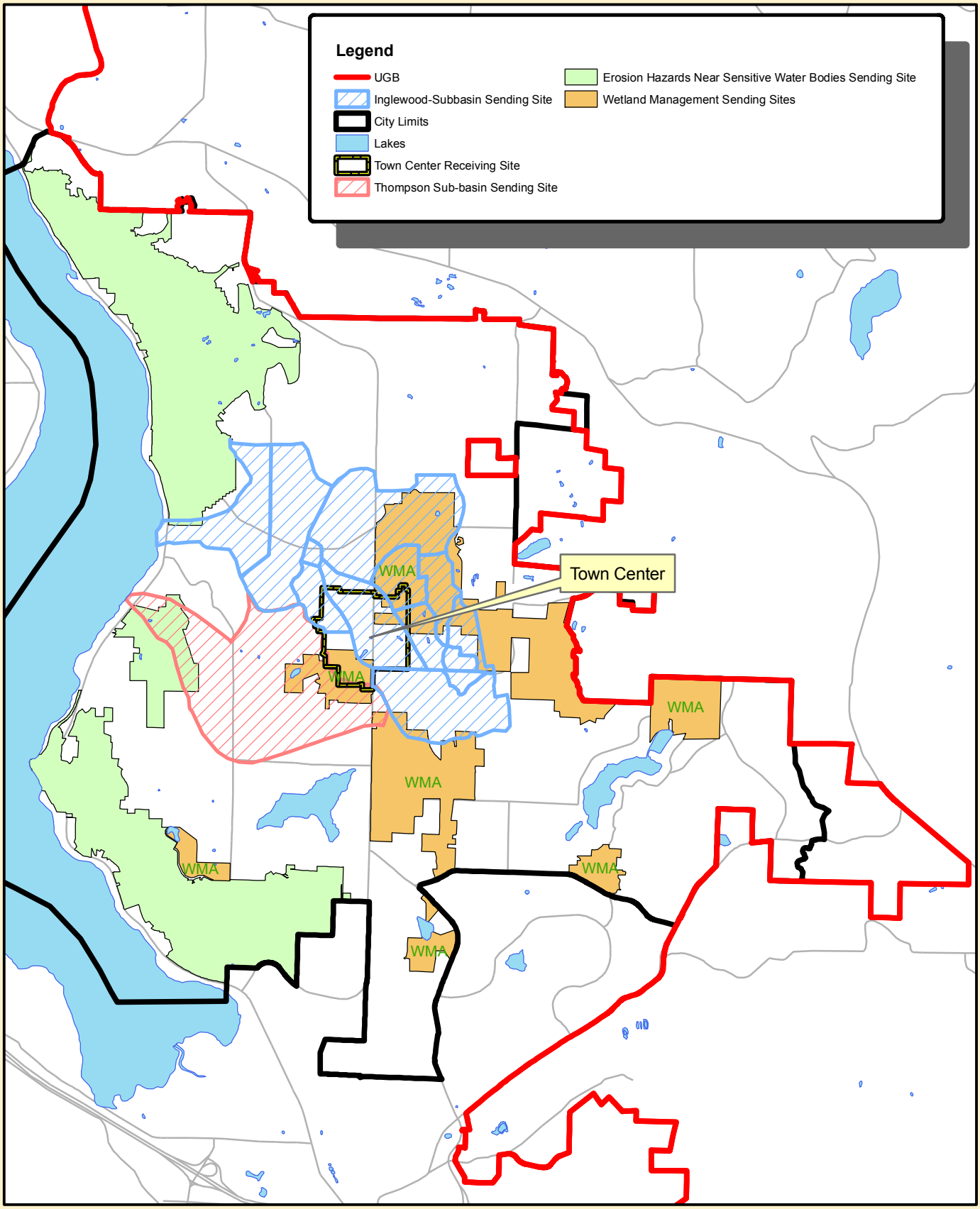
20.05.020 Classifications of land use decision processes.

…

Exhibit A

LAND USE DECISION TYPE

Type 1	Decision by Director, no administrative appeal	Building; clearing and grading; boundary line adjustment; temporary use; TDR sending site certification; right-of-way; road variance except those rendered in conjunction with a subdivision or short plat decision1; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter 15.05 SMC; shoreline exemption; approval of a conversion harvest plan
Type 2	Decision by Director appealable to hearing examiner, no further administrative appeal	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit; shoreline substantial development permits (SSDP); 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(2); critical areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan



Draft
Transfer Development Right
Sending Sites

N

Plot Date: 11/17/10

Summary of "escape hatch" clauses to reinstitute development rights at a sending site

General Comments: When jurisdictions establish TDR programs, they generally are seeking to protect lands with a suite of public benefits in perpetuity. Considering the real implications of perpetuity, it is therefore very important to be thoughtful in identifying the sending site areas/criteria. Even though most TDR programs use conservation easements that exist in perpetuity, some programs include some sort of "escape hatch" that allows the land owner to reinstate the development potential that is restricted by the conservation easement.

Jurisdiction	Escape Hatch Summary
Kitsap County	1) Development potential can be reinstituted if a sending site land owner buys development rights from another sending site. Density cannot be increase above original density. 2) If a sending site is included in a UGA expansion, their development rights are reinstituted according to new zoning.
Kittitas County	The easement provides a hardship clause to reinstitute the development potential through buying development rights from another sending site. The hardship must prevent the original purpose of the easement no longer practical or economical.
GMA Hearings Board Decision	Case #07-3-0019c: Determined that setting a term limit on TDR conservation easements is not in compliance with GMA (RCW 36.70A.070.5, .020(1), (2), (9), and (10) because resources are not adequately protected.

http://www.codepublishing.com/wa/kitsapcounty/html/Kitsap17/Kitsap17430.html