

# City Council, Special Meeting/Study Session

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## AGENDA

November 13, 2012

5:30 pm – 9:30 pm  
Council Chambers

### Legislative Dinner

### Call to Order

### Roll Call

### Pledge of Allegiance

### Approval of Agenda

### Presentations/Proclamations

### 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

1. Approval: Purchase and Sale Agreement/King County
2. Ordinance: Second Reading Amending Sections 3.10.010 (3) And 3.10.020 (3) Of The City Of Sammamish Municipal Code To Allow The First And Second Quarter Percents Of The Real Estate Excise Tax Revenues To Be Used, With Some Conditions, For Operations And Maintenance Of Existing Capital Projects.

### Public Hearing

3. Ordinance: Second Reading Amending Sammamish Municipal Code (“SMC”) Section 13.15.010(1), Authorizing Collection Of Surface Water System Development Charges; Providing For Severability; And Establishing An Effective Date

### Unfinished Business

4. Ordinance: Third Reading Vacating The Eastern Most Eight Feet Of 225th Avenue SE South Of SE 32nd Street Adjacent To Tax Parcel No 0924069201

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.

**New Business - None**

**Council Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

**OPEN STUDY SESSION**

- SE 8<sup>th</sup> Street Preferred Master Plan
- Community Garden

**CLOSE STUDY SESSION**

**AGENDA CALENDAR**

<b>Nov. 2012</b>			
Mon. 11/19	6:30 pm	Regular Meeting	Ordinance: Second Reading 2013-2014 Budget Ordinance: Second Reading Property Tax Resolution Fee Schedule Update: Fire Study (CM)
<b>Dec. 2012</b>			
Tues. 12/4	6:30 pm	Regular	Presentation: Boys & Girls Club Presentation: Farmers Market Public Hearing Ordinance: First Reading CAO Sunset Clause extension Public Hearing Ordinance: First Reading Collective Garden Moratorium Comprehensive Plan Annual Docket Report Contract: Custodial Services/ABS (consent) Contract: 2013 Plumbing/Eastside Plumbing(consent) Contract: 2013 Electric/Sequoyah Electric(consent) Contract: 2013 Street Sweeping/Best Parking Lot(consent) Contract: 2013 Storm Sewer System Cleaning/?? (consent) Contract: Hearing Examiner Services/Galt(consent) Contract: Municipal Code Updates/Code Publishing(consent) Contract: 2013 Recycling Events/Olympic Environmental(consent) Contract: 2013 Prosecution Services/Moberly(consent) Contract: 2013 Legal Services/Kenyon Disend(consent) Contract: 2013 Public Defense Screening/Stoeklin(consent) Contract: 2013 Public Defender Services/SBM & H(consent) Contract: 2013 Domestic Violence Advocate/Leyton(consent) Contract: 2013 Sports Field Maintenance/Brickman (consent) Contract: 2013 Geotech/Kleinfelder (consent) Contract: 2013 Graphic Design/UpRoar (consent) Discussion: Recommended Names for SE 8 <sup>th</sup> Street Park Initiatives & Referendums
Tues. 12/11	6:30 pm	Special Meeting	Ordinance: Second Reading CAO Sunset Clause extension Ordinance: Second Reading Collective Garden Moratorium Extension
Tues. 12/17	6:30 pm	Regular Meeting	Cancelled
<b>Jan. 2013</b>			
Tues. 1/1	6:30 pm	New Years Day	City Offices Closed
Tues. 1/8	6:30 pm	Special Meeting	Ordinance: First Reading Impact Fee Increases Transportation Level of Service
Tues. 1/15	6:30 pm	Special Study Session	Commission Interviews
Tues 1/22	6:30 pm	Special Meeting	Commission Appointments Ordinance: Second Reading Impact Fee Increases
1/31 – 2/2		Council Retreat	
<b>Feb. 2013</b>			
Tues. 2/5	6:30 pm	Regular Meeting	
Tues. 2/12	6:30 pm	Study Session	PC Hand Off: ECA Regulations
Mon. 2/18	6:30 pm	Regular Meeting	

<b>Mar. 2013</b>			
Tues. 3/5	6:30 pm	Regular Meeting	
Tues. 3/12	6:30 pm	Study Session	
Mon. 3/18	6:30 pm	Regular Meeting	
<b>April 2013</b>			
Tues. 4/2	6:30 pm	Regular Meeting	
Tues. 4/9	6:30 pm	Study Session	
Mon. 4/15	6:30 pm	Regular Meeting	
<b>To Be Scheduled</b>		<b>To Be Scheduled</b>	<b>Parked Items</b>
Ordinance: Second Reading Puget Sound Energy Franchise Joint Meeting/LWSD Joint Meeting/ISD			Cable TV Franchise

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

<< October

## November 2012

December >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 6:30 p.m. City Council Meeting	7 5:30 p.m. City Council Office Hour <b>Canceled</b> 6:30 p.m. Parks and Recreation Commission Meeting	8 10 a.m. Volunteer Event - Meet & Greet <b>Canceled</b> 6:30 p.m. Planning Commission Meeting	9	10 9 a.m. Volunteer Event at Illahee Trail
11	12 12 a.m. Veterans Day <b>City offices closed</b>	13 6:30 p.m. Special Meeting / Study Session	14 4 p.m. Gold and Silver Award Opportunities 6 p.m. Sammamish Youth Board Meeting	15 6:30 p.m. Planning Commission Meeting	16	17 9 a.m. Native Plant Salvage and Planting 10 a.m. Volunteer at Evans Creek Preserve
18	19 5:30 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting 6:30 p.m. Arts Commission Meeting	20	21	22 12 a.m. Thanksgiving Holiday <b>City offices closed</b>	23 12 a.m. Thanksgiving Holiday <b>City offices closed</b>	24
25	26	27	28 5:30 p.m. City Holiday Lighting Ceremony	29	30	

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

<< November

## December 2012

January >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 6:30 p.m. City Council Meeting	5 5:30 p.m. City Council Office Hour 6:30 p.m. Parks and Recreation Commission Meeting <b>Canceled</b>	6 6:30 p.m. Planning Commission Meeting	7	8
9	10 6 p.m. Annual Boards & Commissions Dinner	11 6:30 p.m. Special Meeting	12 6 p.m. Sammamish Youth Board Meeting	13 6:30 p.m. Planning Commission Meeting	14	15
16	17 6:30 p.m. City Council Meeting <b>Canceled</b>	18	19 10:30 a.m. City of Sammamish Blood Drive	20	21	22
23	24	25 12 a.m. Christmas Holiday <b>City offices closed</b>	26	27	28	29
30	31					

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2012-509**

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL ADOPTING LEGISLATIVE PRIORITIES FOR 2013**

WHEREAS, the City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of city services, the construction of city facilities, and the associated revenues and costs; and

WHEREAS, to provide city services and facilities in the most efficient and cost-effective manner, the City of Sammamish needs to communicate our priorities and interests to state legislators and other interested parties; and

WHEREAS, the Association of Washington Cities (AWC) has established legislative priorities for 2013 under the themes of ensuring fiscal sustainability and flexibility, fostering and investing in infrastructure and economic development, and enhancing service provision, and the City of Sammamish supports these priorities; and

WHEREAS, the legislative priorities attached to this resolution reflect the needs and interests of the residents and businesses in the City of Sammamish, and support the AWC priorities.

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

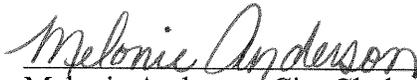
The legislative priorities described in “Attachment A: Legislative Priorities for 2013” are hereby adopted. The City Manager shall provide these priorities to legislators in Legislative Districts 41 and 45 prior to the start of the 2013 session and to other interested parties upon request.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON OCTOBER 15<sup>th</sup>, 2012.**

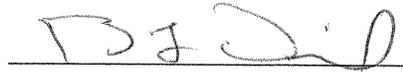
CITY OF SAMMAMISH

  
\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

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

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 10, 2012
Passed by the City Council:	October 15, 2012
Resolution No:	R2012-509

## Attachment A: City of Sammamish Legislative Priorities for 2013

### Liquor Tax

- Support Association of Washington Cities (AWC) efforts to ensure that the suspension of liquor excise taxes going to local governments remains temporary (not permanent): *There has been talk of making this suspension permanent as the state continues to look for additional sources of revenue. The suspension means \$250,000 less annually to the city.*

### Economic Development/Land Use/Environment

- Support Tax Increment Financing: *Washington State legislation does not currently allow true tax increment financing to support economic development infrastructure investments.*
- Support legislation to ensure reliable cost recovery for upfront SEPA work: *Legislation is needed to allow local governments to fully recover SEPA review costs for infill development and planned actions via a latecomer's agreement or other mechanisms.*
- Support proposals to align and harmonize varying deadlines in state law for adoption and updating of local comprehensive plans, shoreline master programs and related development regulations: *This would reduce the cost of planning and environmental policy while continuing to protect the environment and promote good planning practice.*

### Stormwater

- Reduce unfunded mandates: *As an example, the costs to ratepayers and taxpayers to comply with NPDES requirements are substantial.*

### Other:

- Transportation: *Support continued improvements to I-90, SR520 and I-405 corridors.*
- Public Record Requests: *The cost to municipalities to comply with harassing and bullying requests has the potential to be enormous and a large taxpayer burden.*
- Binding Arbitration: *Change binding arbitration to take into consideration pertinent factors and use the final and best offer from either labor or management thus ensuring more realistic positions from the parties rather than allowing the arbitrator to write the labor contract.*
- Internet Commerce Taxing: *Extend Sales Tax Sourcing to point of delivery nationally ensuring tax collection of goods delivered into the state and also protecting in-state merchants from out of state competitors utilizing tax free pricing.*
- Park District Annexations: *There is no mechanism in state law allowing properties annexed into a city to be removed from park district taxation, even though the municipality is then responsible to provide parks services.*
- Medical Marijuana: *Continue to monitor: The Governor's partial veto in 2011 caused a discrepancy between state law and federal law as it relates to collective gardens.*





# City Council Agenda Bill

**Meeting Date:** November 13, 2012

**Date Submitted:** October 30, 2012

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Purchase and Sale Agreement for real project within King County adjacent to Sahalee Way

**Action Required:** Authorize the City Manager to execute a Purchase and Sales Agreement with King County for the purposes of acquiring tax parcels 212506-9043 and 212506-9042 for the purpose of providing access to Evans Creek Park and tax parcels 162505-9071 and 162506-9070 for the purpose of managing stormwater and drainage for Sahalee Way.

**Exhibits:**

1. Draft Purchase and Sales Agreement
2. Vicinity Map

**Budget:** The cash payment due at time of sale is in the amount of \$224,000. The funds will come from the approved 2011/2012 budget line item for Land Acquisition in the Parks Capital Improvement Fund (302-337-594-76-61-00)

**Summary Statement:**

Adjacent to Sahalee Way at the north end of the City of Sammamish, King County owns four (4) parcels that staff recommends acquiring for the purposes of providing pedestrian access to Evans Creek Preserve and for managing stormwater and drainage facilities for Sahalee Way.

Staff has negotiated a draft purchase and sales agreement with King County for the acquisition. The total amount of cash due to King County at time of closing is \$224,000. This will be offset by a future grant in the amount of \$100,000 from King County to be used for construction of the pedestrian access to Evans Creek Preserve Park. The net cost to the City will be \$124,000.

**Background:**

It is the City's desire to provide pedestrian access to Evan's Creek Preserve Park from within the City limits. This cannot be accomplished without the acquisition of land. Staff has determined that the ideal property is currently vacant and owned by King County. The property would provide Sammamish the opportunity to construct a trail from an existing parking area to the Park and is adjacent to Sahalee Way. The tax parcels that are under consideration for purchase for this purpose are: 212506-9043 and 212506-9042.



## City Council Agenda Bill

Just north of the properties that would be ideal for the purpose of providing access to Evans Creek Preserve Park there are two additional parcels (162505-9071 and 162506-9070) that are currently being used to manage the drainage and stormwater runoff from Sahalee Way. There are a significant amount of underdrains that exist beneath Sahalee Way to protect the roadway from a catastrophic failure. In 1982 the roadway did fail, restricting access to and from the plateau. As part of the reconstruction, the drainage was addressed and the two subject parcels were dedicated for stormwater management. When Sammamish incorporated, these two parcels remained with King County. King County continued to maintain them, but has reduced their service in recent years due to budget constraints. It is in the best interest of the City to take ownership of the drainage parcels as they provide the protection needed to maintain one of the most critical access points to the City.

### Financial Impact:

As part of the negotiations with King County, Sammamish commissioned an appraisal of the land to be used for park access purposes. The best use value of the land was determined to be \$322,000. King County desires to transfer the drainage parcels to Sammamish, but has left them with a measureable amount of deferred maintenance that requires attention. The cost of the deferred maintenance has been estimated to be \$98,000. If Sammamish agrees to take on the drainage parcels and assume the long term maintenance the sale price of the park access land will be reduced by the deferred maintenance costs. The cash payment required at time of purchase is \$224,000.

King County recognizes these parcels are going to be used for park purposes that benefit both Sammamish and unincorporated King County residents. For this reason, as part of the purchase and sales agreement, they are committing to provide Sammamish with a one-time grant award in the amount of \$100,00, to be conveyed to Sammamish prior to December 31, 2014. The grant dollars may be applied to construction of a pedestrian access on the subject property. The following table summarizes the negotiated financial terms of this agreement:

Total Appraised Value	\$322,000
Deferred Maintenance Credit	-\$98,000
<b>Cash due to KC at Closing</b>	<b>\$224,000</b>
Park Trail Construction Grant	-\$100,000
<b>Net Cost to Sammamish</b>	<b>\$124,000</b>

The approved 2011/2012 Parks Capital Improvement Fund Land Acquisition line item (302-337-594-76-61-00) has adequate funds budgeted to cover the total cash due at time of closing.

### Recommended Motion:

Authorize the City Manager to enter into a purchase and sales agreement with King County for the purpose of acquiring tax parcels 212506-9043 and 212506-9042, for the purpose of providing access to Evans Creek Park, and tax parcels 162505-9071 and 162506-9070, for the purpose of managing stormwater and drainage for Sahalee Way.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2012, by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and the **CITY OF SAMMAMISH**, a municipal corporation (the “Buyer”).

### RECITALS

**A.** Seller is the owner of certain real property located in the City of Sammamish, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Property”).

**B.** Seller is desirous of selling the Property to Buyer and Buyer is desirous of purchasing the Property.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

**1.1. PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

(a) all of Seller’s right, title and interest in the following parcels legally described in **EXHIBIT A** (“the Property”):

Road Drainage Parcels: Assessor’s Parcels 162505-9071 and 162506-9070 (the “Road Drainage Parcels”)

Park Access Parcels: Assessor’s Parcels 212506-9043 and 212506-9042 (the “Park Access Parcels”)

(b) all of Seller’s right, title and interest in improvements and structures located on the Property, if any;

(c) all of Seller’s right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property (“Personal Property”);

(d) all of Seller's tenements, easements and rights appurtenant to the Property, if any, including but not limited to all of the Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Property; and

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Purchased Assets."

## **ARTICLE 2. PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Purchased Assets, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price as follows:

Cash payable by Buyer to Seller at Closing for Park Access Parcels: \$224,000.

Less:

Non-cash credit from Seller to Buyer for assuming responsibility  
for long-term maintenance of the Road Drainage Parcels: \$59,000.

Non-cash credit from Seller to Buyer for carrying out deferred  
maintenance on the Road Drainage Parcels: \$39,000.

Grant funds payable by Seller to Buyer for trail and parks  
related improvements on the Property to be conveyed to Buyer by  
December 31, 2014: \$100,000.

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimis*.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** AS of the Closing Date, Seller represents and warrants as follows:

**3.1.1. Organization.** The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of

Washington.

**3.1.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision and charter county of the State of Washington, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

**3.1.3. Litigation.** There is no pending, or to the best of Seller's knowledge, threatened lawsuit or material claim against or relating to Seller with respect to the Property, which shall impede or materially affect Seller's ability to perform the terms of this Agreement. There is no pending or, to the best of Seller's knowledge, contemplated condemnation or similar proceeding with respect to the Property or any part thereof.

**3.1.4. Assessments.** There is no pending, or to the best of Seller's knowledge, contemplated local improvement district or other special assessment or charge with respect to the Property, except as may be disclosed in the Title Commitment described below.

**3.1.5. Full Disclosure.** No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.1.6. No Broker.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Buyer or any action taken by Buyer.

**3.1.7. Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Property or any portion thereof.

**3.1.8. Future Agreements.** From and after the Effective Date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(ii) sell, dispose of or encumber any portion of the Property;

**3.1.9. Maintenance of the Property.** Seller shall continue to maintain the Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing.

**3.1.10. Condition of the Property.**

(a) Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property, including, without limitation:

- (i) The water, soil and geology;
- (ii) The income to be derived from the Property;
- (iii) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (iv) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (v) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (vi) The manner or quality of the construction or materials, if any, incorporated into the Property; or
- (vii) Any other matter with respect to the Property.

(b) Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, zoning or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials or substances.

(c) Without limitation, Seller does not make and specifically disclaims any warranties, express or implied, any warranties or representations with respect to the structural condition of the Purchased Assets, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “Hazardous Substances” shall mean: “hazardous substance” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”); “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (“RCRA”) as amended; hazardous wastes, hazardous materials, hazardous

substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

**(d) All provisions of this Section 3.1.10 shall survive Closing and the expiration or earlier termination of this Agreement.**

**3.1.11. Risk of Loss.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.1.12. Foreign Person.** Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986, as amended and shall deliver to Purchaser prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

**3.1.13 Full Disclosure.** To the extent of Seller’s knowledge as defined herein, no representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading. As used in this Agreement, the phrase "Seller’s knowledge" or any derivation or variation thereof shall mean the actual knowledge of the following persons, based on their reasonable inquiry in the file locations where the relevant information would normally be filed:

(a) Steve Salyer, Manager, Real Estate Services Section, Facilities Management Division, King County Department of Executive Services;

(b) Kate Donley, Project Program Manager IV, Real Estate Services Section, Facilities Management Division, King County Department of Executive Services; and

(c) Jon Cassidy, P.E., Maintenance Engineering Manager, Road Services Division, King County Department of Transportation.

(d) Monica Leers, Section Manager, Capital Planning & Land Management Section, King County Parks Division.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the Closing Date, Buyer represents and warrants as follows:

**3.2.1. Organization.** Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place

where such businesses are now conducted.

**3.2.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a municipal corporation, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the Buyer's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party or which is presently in effect and applicable to Buyer. This agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. Litigation.** There is no pending or, to the best of Buyer's knowledge, threatened lawsuit or material claim against or relating to Buyer that shall impede or materially affect Buyer's ability to perform the terms of this Agreement.

**3.2.4. Condition of Property.**

(a) Buyer acknowledges and accepts Seller's disclaimer of the Property condition in Section 3.1.9 of this Agreement.

(b) Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person, and, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS-IS" condition and basis with all faults. It is understood and agreed that the sale price reflects that the Property is sold by Seller to Buyer subject to the foregoing.

(c) Buyer acknowledges that, within the Due Diligence Period as defined in Section 4.1.2 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Purchased Assets, and that, as of the Effective Date hereof, Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or nonexistence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental

laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.**3.2.6 No Broker.** No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

**3.2.7. Indemnification.** From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Purchased Assets.

## **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions. The title, right of possession and interest to the Purchased Assets shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer.

**4.1.1. Title Commitment.** Buyer shall obtain a current ALTA form of commitment for an owner's extended policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company. (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.1.2. Survey.** Prior to the expiration of the Due Diligence Period (as defined in Section 5.2), Buyer shall have the option, at its expense, to have prepared and furnished to the Title Company and Buyer a survey (the "Survey") of the Property prepared by a licensed public surveyor. The Survey shall be certified to Buyer and the Title Company, shall be satisfactory to the Title Company so as to permit it to issue an owner's extended coverage title policy, identify the Property by legal description and shall set forth the number of square feet contained within the Property, show all natural monuments, existing fences, drainage ditches and/or courses, flood plain limits, any building or other site improvements and/or objects, any rights-of-way for streets, existing driveways, alleys or highways, easements and other restriction lines existing and/or proposed which shall affect any portion of the Property, and such other items as required by Buyer.

**4.1.3. Review of Title Commitment and Survey.** Buyer shall have until fourteen (14) days after receipt of the last of the Title Commitment and the Survey (the “Review Period”) in which to notify Seller of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey and of any title insurance endorsements required by Buyer. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“Permitted Exceptions”). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer’s notice of objections of any exceptions to title or items on the survey which Seller is not able to remove or otherwise resolve and any endorsements that Seller is not able to provide following Buyer’s request within the Review Period, and Buyer may, at Buyer’s option, either waive the objections not cured or Buyer may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances on the Property at closing shall be paid by Seller at Closing.

**4.2. OWNER’S TITLE INSURANCE POLICY.** At the closing, Buyer shall cause an owner’s policy of title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Buyer as provided herein, and to any other matters approved in writing by Buyer. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this section. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**4.3. CONVEYANCE.** Seller shall convey to Buyer the title to the Road Drainage Parcels by quitclaim deed in the form attached hereto as **EXHIBIT B1**, and to the Park Access Parcels by bargain and sale deed in the form attached hereto as **EXHIBIT B2**, subject only to the Permitted Exceptions, and appropriate covenants reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer’s contemplated use meets with its approval. If Buyer approves of the condition of the Property, Buyer agrees to notify Seller, in writing, thereby removing the contingency. Buyer shall make such determination within thirty (30) days following the date of mutual execution of this Agreement (“Due Diligence Period”). In the event this contingency is not satisfied or waived within the Due Diligence Period, Buyer may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither party shall have any further rights or obligations to the other hereunder.

**5.1.1. Inspections.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at Buyer's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph 5.1.2 Right of Entry); (ii) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; and (iii) examine all Due Diligence materials that Buyer may reasonably request from Seller that are not subject to attorney-client privilege or that the County is not otherwise prohibited from disclosing by law; (IV) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyers proposed development of the property, (V) determine whether Purchaser's proposed development of the property is economically feasible.

**5.1.2. Right of Entry.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct tests, investigations and studies pursuant to this Article 5 upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that damage County property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

## **ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING**

**6.1 CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the date hereof and the Closing, Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

## **ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING**

**7.1 CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the date hereof

and the Closing, Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

## **ARTICLE 8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to closing all documents required by the terms of this agreement to be delivered to Buyer.

**8.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**8.3. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**8.4. TITLE.** Any and all matters shown or referred to in the Title Commitment to which Buyer has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Buyer.

**8.5 APPROVAL OF COUNSEL.** Seller's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

**8.6. CONDEMNATION.** No portion of the Purchased Assets shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Purchased Assets to any such body in lieu of condemnation.

## **ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Buyer contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

**9.3. APPROVAL OF KING COUNTY COUNCIL.** This Agreement is subject to the approval by ordinance of the King County Council, which must take place prior to Closing.

**9.4. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

**9.5. TITLE.** Buyer shall have caused the Title Company to be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

## **ARTICLE 10. CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place within thirty (30) days following the latest approval of this Agreement by the City of Sammamish and King County Councils or such other date as may be mutually agreed upon by the Parties, unless extended pursuant to a written agreement executed by Buyer and Seller. Upon execution of this Agreement, the Parties shall establish an escrow account with First American Title Insurance Company (the "Escrow Agent"). The Escrow Agent shall serve as closing agent for the transaction contemplated herein and closing shall occur in the offices of Escrow Agent in Seattle, Washington. **10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. Closing Costs.** Seller shall pay the cost of one-half (1/2) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (1/2) of the escrow fee charged by the Escrow Agent, the cost of the preliminary and binding title commitments from the Title Company, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, and Section 9.4 above, all other expenses hereunder shall be paid by the Party incurring such expenses.

**10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Buyer the following properly executed documents:

(a) A Quitclaim Deed conveying the property in the form of **EXHIBIT B1**;

(b) A Bargain and Sale Deed conveying the Property in the form of **EXHIBIT B2** attached hereto;

(c) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

(d) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT D**, attached hereto

**10.4. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller the following properly executed documents:

(a) Cash or immediately available funds in the amount of the Purchase Price.

## **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either Party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 or 9 has not been satisfied by the Closing Date. In that event, if neither Party is in default of any material term under this Agreement, the Parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate Party.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller or Buyer in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Buyer pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Buyer and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement; and all such statements are made only to and for the benefit of the Parties hereto, and shall not create any rights in any other person or entity.

**12.2. DEFAULT AND ATTORNEYS' FEES.** In the event of default of any material term by either Party to this Agreement, and unless otherwise terminated pursuant to Section 11.1, the non-defaulting Party shall have the right to bring an action for specific performance and actual damages. Each party shall bear its own attorney's fees and costs. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two

days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

**If to Buyer:** City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

*With a copy to:*

**If to Seller:** King County  
Real Estate Services  
ADM-ES-0830  
500 Fourth Avenue, Room 830  
Seattle, WA 98104-2337

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties hereto.

**12.6 SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**12.7 WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**12.8 BINDING EFFECT.** Subject to Section 12.14 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9 LEGAL RELATIONSHIP.** The parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**12.10 CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**12.11 COOPERATION.** Prior to and after Closing the parties shall cooperate, shall take

such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

**12.12 GOVERNING LAW.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions.

**12.13 NON-MERGER.** The terms and provisions of this Agreement shall not merge in, but shall survive, the Closing of the transaction contemplated under this Agreement.

**12.14 ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**12.15 NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. All Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

**12.16 EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B1	Quitclaim Deed
EXHIBIT B2	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

EXECUTED as of the date and year first above written:

**SELLER:** King County

Name: \_\_\_\_\_

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

Exhibit 1

APPROVED AS TO FORM:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**BUYER:** City of Sammamish

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**EXHIBIT A.**

**Legal Description**

**EXHIBIT B1.**

**Quitclaim Deed**

**AFTER RECORDING RETURN TO:**

City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Attn:

**QUIT CLAIM DEED**

**Grantor - - King County, Washington**  
**Grantee - - City of Sammamish**  
**Legal - - -**  
**Tax Acct. – Parcels 162505-9071 and 162506-9070**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the commitment by the Grantee, the CITY OF SAMMAMISH, to maintain the drainage facilities described in Exhibit A in perpetuity, hereby conveys and quit claims unto the Grantee, the CITY OF SAMMAMISH, a municipal corporation of the State of Washington, all interest in the real estate as legally described in Exhibit A attached hereto and made a part of this Deed, and Grantee hereby accepts the same, subject to all covenants, conditions, encumbrances, restrictions of record, and specific covenant pertaining to use (as described in **Exhibit B**).

**GRANTOR**  
**KING COUNTY**

**GRANTEE**  
**CITY OF SAMMAMISH**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

**NOTARY BLOCKS APPEAR ON PAGE 2**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE SALYER, to me known to be the Manager of the Real Estate Services Section in the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR CITY OF SAMMAMISH**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the CITY OF SAMMAMISH for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

**Exhibit A**

**Legal Description**

**END OF EXHIBIT A**

**EXHIBIT B**

**Legal Description**

Parcel 162505-9071:

The Grantee shall maintain the property in its existing condition and may only use the property for drainage purposes related to the adjacent portion of Sahalee Drive, or other purposes related to the operation and maintenance of said roadway and for no other purpose without the prior written consent of the King County Road Engineer.

Parcel 032305-9116:

The Grantee shall maintain the property in its existing condition and may only use the property for drainage purposes related to the adjacent portion of Sahalee Drive, or other purposes related to the operation and maintenance of said roadway and for no other purpose without the prior written consent of the King County Road Engineer.

**END OF EXHIBIT B**

**EXHIBIT B2.**

**Bargain and Sale Deed**

**AFTER RECORDING RETURN TO:**

CITY OF SAMMAMISH  
801 228TH AVENUE SE  
SAMMAMISH, WA 98075  
ATTN:

**BARGAIN AND SALE DEED**

**Grantor - - King County, Washington**

**Grantee - - City of Sammamish**

**Legal - - - -**

**Tax Acct. – 212506-9043 and 212506-9042**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. 16805, does hereby bargain, sell and convey unto the Grantee, the CITY OF SAMMAMISH, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington and referred to herein as the “Property”:

Legal description of which is attached hereto as “Exhibit 1” and incorporated herein by this reference.

**SUBJECT TO THE FOLLOWING COVENANTS, WHICH ARE INTENDED TO BE RUNNING COVENANTS BURDENING AND BENEFITING THE PARTIES, SUCCESSORS AND ASSIGNS:**

The following covenants (A) through (C) apply to all of the Property legally described in Exhibit 1 attached hereto:

- (A) The City covenants that the Property shall continue to be used for park or recreation purposes unless other equivalent facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes.
- (B) The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.

Exhibit 1

(C) The City covenants that it shall place the preceding covenants (A) and (B) in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

The following covenants (D), (E), and (F) apply to all of the Property legally described in Exhibit 1 attached hereto:

(D) The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore.

(E) The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation.

(F) The City covenants that it shall place the preceding covenants (D) and (E) in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

**GRANTOR**  
**KING COUNTY**

**GRANTEE**  
**CITY OF SAMMAMISH**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_

**NOTARY BLOCKS APPEAR ON PAGE 3**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE SALYER, to me known to be the Manager of the Real Estate Services Section in the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR CITY OF SAMMAMISH**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the CITY OF SAMMAMISH for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

**EXHIBIT 1**  
**LEGAL DESCRIPTIONS**

Page 1 of 2

Parcel A

**EXHIBIT 1, CONTINUED**

Page 2 of 2

Parcel B

**EXHIBIT C.**

**Bill of Sale and Assignment.**

**BILL OF SALE AND ASSIGNMENT**

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THIS BILL OF SALE is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by KING COUNTY (“**Seller**”), in favor of \_\_\_\_\_, a political subdivision of the State of Washington (“**Buyer**”), with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

Seller represents and warrants that it is the sole owner of, and has good title to, such personal property, and has full right and authority to transfer and deliver the same, and will defend the sale hereby against each and every person claiming otherwise.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

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

Its: \_\_\_\_\_

**EXHIBIT D.**

**Certificate of Non-Foreign Status.**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by **KING COUNTY** ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Transferor's United States employer identification number is 91-6001327; and
3. Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**TRANSFEROR:**

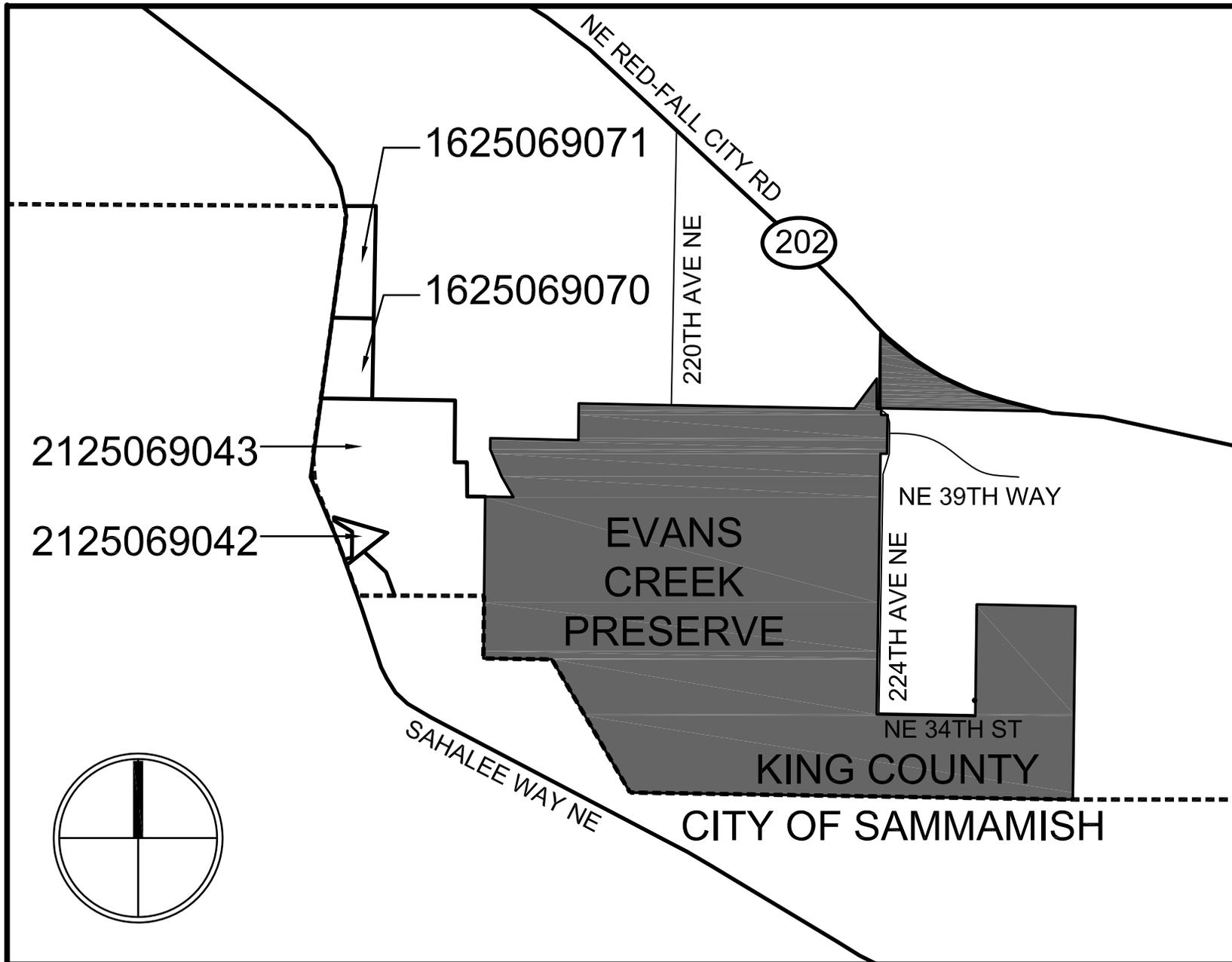
**KING COUNTY**

By \_\_\_\_\_

Title \_\_\_\_\_

**Certificate of Non-Foreign Status.**





**KING COUNTY PARCELS**





# City Council Agenda Bill

**Meeting Date:** November 13, 2012

**Date Submitted:** November 8, 2012

**Originating Department:** Finance IT

**Clearances:**

City Manager  
 Attorney  
 Admin Services

Community Development  
 Finance & IT  
 Fire

Parks & Recreation  
 Police  
 Public Works

**Subject:** 2013 Amending Real Estate Excise Tax Use Ordinance

**Action Required:** Conduct second reading and adopt the ordinance

**Exhibits:** Ordinance

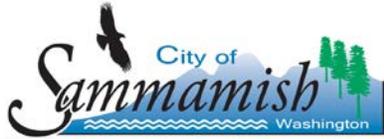
**Budget:** \$770,000 per year of combined REET #1 and REET #2 designated to operations and maintenance.

**Summary Statement:**

In 2011 the Washington State Legislature amended the Revised Code of Washington (RCW) 82.46 to allow real estate excise tax (REET) revenues to be used, within certain limits, for the operations and maintenance of existing capital projects until December 31, 2016. This ordinance amends the Sammamish Municipal Code to allow REET #1 and REET #2 revenues to be spent for all uses authorized by the revised RCW.

**Background:**

The current Sammamish Municipal Code limits the use of REET #1 and REET #2 to financing capital projects or for housing and relocation assistance in accordance with the provisions of RCW 82.46 prior to its amendment by the state legislature. In May 2011 the legislature passed House Bill 1953 amending RCW 82.46.010 and RCW 82.46.035 to allow REET #1 and REET #2 to be used for operations and maintenance of existing capital projects through the end of 2016, in addition to previously allowed uses. The City Council expressed a desire to take advantage of the change to the RCW and use 35% of the city's REET revenues each year to fund operations and maintenance of its street infrastructure.



## City Council Agenda Bill

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**Financial Impact:**

No net financial impact to the City.

RCW 82.46.030 requires REET #1 revenue to be receipted to a capital projects fund from which it will be transferred to the Street Fund to be spent on operations and maintenance. The estimated amount of REET revenue that will be transferred from the Parks and Transportation Capital Funds to the Street Fund is \$770,000 per year. Total budgeted REET revenue for the 2013/2014 biennium is \$2.2 million per year. Transfers from the General Fund to the Parks CIP Fund, Transportation CIP Fund, and the Street Fund will be adjusted to reflect no net gain or loss of revenues to the affected funds.

**Recommended Motion:**

Move to adopt the ordinance amending the Sammamish Municipal Code to allow REET #1 and REET # 2 revenues to be spent for all uses authorized by RCW 82.46.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE No. O2012-XXX**

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**AN ORDINANCE AMENDING SECTIONS 3.10.010 (3) AND 3.10.020 (3) OF THE CITY OF SAMMAMISH MUNICIPAL CODE TO ALLOW THE FIRST AND SECOND QUARTER PERCENTS OF THE REAL ESTATE EXCISE TAX REVENUES TO BE USED, WITH SOME CONDITIONS, FOR OPERATIONS AND MAINTENANCE OF EXISTING CAPITAL PROJECTS.**

**WHEREAS**, the state legislature in 2011 amended RCW 82.46.010 and RCW 82.46.035 to allow real estate excise tax revenues to be used, with certain limits, for the operations and maintenance of existing capital projects; and

**WHEREAS**, the Sammamish City Council desires to use real estate excise tax revenues for the operations and maintenance of existing capital projects;

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

**Section 1.** Section 3.10.010 (3) of the City of Sammamish Municipal Code is amended to read as follows:

**SMC Section 3. 10.010 (3).** Use of Proceeds. All proceeds from the tax imposed by this section shall be placed by the City Manager or authorized designee in the City's capital improvement fund established under SMC 3.10.090 and shall be used as authorized by RCW 82.46.010 as now or hereafter amended . (Ord. O99-03 1)

**Section 2.** Section 3.10.020 (3) of the City of Sammamish Municipal Code is amended to read as follows:

**SMC Section 3. 10.020 (3).** Use of Proceeds. Revenues generated from the tax imposed by this section shall be used as authorized by RCW 82.46.035 as now or hereafter amended. (Ord. O99-03 2)

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

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE  
13th DAY OF NOVEMBER 2012.**

CITY OF SAMMAMISH

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Mayor Thomas T. O'Dell

Attest:

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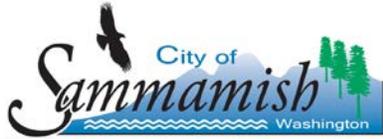
Melonie Anderson, City Clerk

Approved as to form:

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Bruce L. Disend, City Attorney

Public Hearing: November 6, 2012  
First Reading: November 6, 2012  
Second Reading: November 13, 2012  
Passed by the City Council:  
Date of Publication:  
Effective Date:



# City Council Agenda Bill

**Meeting Date:** November 13, 2012

**Date Submitted:** October 19, 2012

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Public Hearing and Second Reading of Ordinance to modify the City's Surface Water Management System Development Charges

**Action Required:** Re-Open public hearing, take public comment, and close public hearing. Adopt ordinance

**Exhibits:** Ordinance to modify the Surface Water Management System Development Charges

**Budget:** Not applicable

**Summary Statement:**

The Public Works Staff is recommending the City Council adopt an ordinance that will raise the City's Surface Water Management System Development Charges from the current rate of \$570 per Equivalent Residential Dwelling Unit (ERDU) to \$1491 per ERDU.

**Background:**

The City's Surface Water Management Capital program is funded through a portion of the Surface Water Management fees and through the collection of System Development Charges (SDC). The SDC is charged to new development to cover the cost to construct the city's stormwater infrastructure that supports current and future development.

The following summarizes the history of the **City's SWM System Development Charges:**

- AUG 2000: Established a System Develop Charge of \$450 per equivalent dwelling unit.
- MAY 2001: Revised SDC to current level of \$570 per equivalent dwelling unit.

In June 2012, staff presented the City Council with a draft Capital Improvement Plan (CIP) for the Surface Water Program. The draft CIP was used as a basis when developing the draft capital budget for 2013/2014. After evaluating the effects on the SWM fee some adjustments were made to the draft CIP. Construction expenditures have been moved out to try to mitigate the increase on citizens. A copy of the amended draft CIP was shared with City Council on October 15, 2012.



## City Council Agenda Bill

Based on the draft operating budget and the draft 6 year CIP that was presented to the City Council October 15, 2012, the City's consultant FCS group, ran a detailed analysis to determine the revenue needs of the SWM fund (including both operations and capital).

In February of 2007 the Department of Ecology issued the first National Pollution Discharge Elimination System (NPDES) permit to the City of Sammamish. The permit was issued for five years (2007-2012). The permit included a number of new unfunded mandates to be phased in over the five year duration of the permit.

In 2009 the City conducted a gap analysis to evaluate what additional resources would be necessary to comply with all of the permit requirements. In July of 2009 staff shared the results of the study with the City Council. The study indicated that to fully fund the permit requirements the City needed to increase the operating expenses by \$500,000 to \$600,000 per year.

In August of 2012, the Department of Ecology issued a new permit. The new permit will become effective in August 2013. There are a number of new unfunded mandates in this permit that must also be phased into the City's program.

Because of the increase in unfunded regulatory requirements and the increase in assets requiring maintenance, staff is recommending that the city's SWM Fees be increased from the current \$150 per ERDU to \$177 in 2013 and \$204 in 2014. This will be included in the proposed fee resolution coming before City Council on November 19, 2012.

If the System Development Charge is not increased, the contribution to the capital fund from the operation fund would need to increase or the City would need to consider deferring or eliminated many of the needed capital improvements planned for the next 6 years. Given the City Council's policy to have growth pay for growth and not unnecessarily burden the existing rate payers, staff is recommending the following changes:

	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Surface Water Annual Fee</b>	\$150	\$177	\$204
<b>System Development Charges</b>	\$570	\$1,491	\$1,491

### **Financial Impact:**

The anticipated annual revenue generated by the proposed System Development Charge is approximately \$300,000.

### **Recommended Motion:**

Open public hearing, listen to public testimony and either close public hearing or continue it to the second reading of the ordinance scheduled for November 13, 2012.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2012-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SAMMAMISH MUNICIPAL CODE (“SMC”) SECTION 13.15.010(1), AUTHORIZING COLLECTION OF SURFACE WATER SYSTEM DEVELOPMENT CHARGES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Sammamish is a non-charter optional municipal code city incorporated under the laws of the State of Washington and has the power to enact ordinances and regulate surface water runoff for the protection of the public health, safety and general welfare;

WHEREAS, new land use development may cause additional surface water runoff problems if not properly mitigated through constructed improvements; and

WHEREAS, developers should pay a fair and equitable portion of the cost of off-site drainage improvements which become necessary to manage surface water runoff due to their projects;

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

Section 1. Section 13.15.010(1) SMC Amended. Section 13.15.010(1) SMC is hereby amended (with legislative revision marks) to read as follows:

**13.15.010 Surface water system development charge authorized.**

(1) City Authorized to Collect Charge. The City is authorized to collect a surface water system development charge, effective January 1, 2013, as follows:

<b>Development</b>	<b>Fee</b>
New residential dwelling unit or commercial building with up to 2,500 square feet of impervious coverage	<del>\$570.00</del> <u>1,491.00</u>
Each additional 250 square feet of impervious coverage over 2,500 square feet	<del>\$57.00</del> <u>149.10</u>
Other structures or additions of up to 250 square feet of impervious coverage requiring a building permit	<del>\$57.00</del> <u>149.10</u> , plus <del>\$57.00</del> <u>149.10</u> for each additional 250 square feet

Exhibit 1

All impervious surface areas shall be rounded to the nearest 250-square-foot increment. The fee shall not apply to rockeries or retaining walls.

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

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

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

Approved as to form:

\_\_\_\_\_  
Bruce L. Disend, City Attorney

Filed with the City Clerk:      October 30, 2012  
Public Hearing:                      November 4, 2012  
First Reading:                      November 4, 2012  
Public Hearing:  
Passed by the City Council:  
Date of Publication:  
Effective Date:



# City Council Agenda Bill

**Meeting Date:** November 13, 2012

**Date Submitted:** October 10, 2012

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Third Reading of Ordinance to vacate approximately 5101 square feet of 225<sup>th</sup> Avenue SE

**Action Required:** Adopt ordinance

**Exhibits:**

1. Vicinity Map showing general area of the proposed right of way vacation
2. Ordinance to vacate right of way

**Budget:** Not applicable

**Summary Statement:**

The City has received a petition from the owner of King County Assessor's Parcel No. 0924069201, located at 3324 225<sup>th</sup> Avenue SE requesting that the City vacate the eastern most 9 feet of the right of way abutting their property. The applicant has submitted a complete street vacation request petition and all necessary supporting information as required by Chapter PWS 05 of the City's Interim Public Works Standards, "Street and Alley Vacation Procedures".

Staff is recommending that the City Council approve a vacation of the eastern most 8 feet (1 foot less than the original request) of the right of way abutting King County Parcel No. 0924069201.

**Background:**

The City is in receipt of a petition signed by the abutting property owner requesting the eastern most 9 feet of 225<sup>th</sup> Avenue SE be vacated. As submitted, the petition met all of the requirements described in Section PWS 05 of the City's Interim Public Works Standards. As required by law, on September 4, 2012 City Council passed a resolution establishing a public hearing to hear public testimony related to the requested right of way vacation petition. The resolution set the public hearing on October 15, 2012 at the regularly scheduled City Council meeting.

The request to vacate a portion of 225<sup>th</sup> Avenue SE has come to the City concurrent with the application to subdivide the abutting parcel into 17 buildable lots. The name of the proposed subdivision is Laurel Hill Division IV.



## City Council Agenda Bill

City staff has reviewed the request to vacate a portion of 225<sup>th</sup> Avenue SE thoroughly and evaluated the public benefit of approval and of denial.

As part of the permitting of Laurel Hill Division IV, the applicant is required to construct frontage improvements along 225<sup>th</sup> Avenue SE. 225<sup>th</sup> Avenue SE is a local residential street and is expected to carry no more than 500 vehicles per day at full build out. Based on direction previously received by City Council, staff has been approving variances for the narrower roadways and narrower public right of way for low volume residential roadways within Sammamish as new neighborhoods are approved. In exchange for the reduced requirements, city staff work with the impacted developers to look for ways to incorporate low impact development methods to treat stormwater. The required frontage improvements along 225<sup>th</sup> Avenue SE are consistent with this direction. The roadway being constructed will have a final width of 28 feet with a 5 foot landscape strip and a 5 foot sidewalk on both sides of the street. The sum of the infrastructure described is 48 feet. It is desirable to maintain 1-2 feet behind the sidewalk. This street cross-section requires 52 feet of public right of way.

The petitioner has requested a vacation of 9 feet that would leave a total width of 51 feet of public right of way. This is an inconsistent width and does not provide the excess space behind the sidewalk desired for maintenance type activities. Staff is recommending that the vacation be approved, but it be modified to allow a vacation of 8 feet, rather than the requested 9 feet.

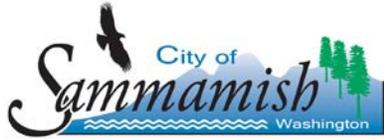
The constructed cross section of 225<sup>th</sup> Avenue SE will not change based on the decision of the right of way vacation. The following summarizes the facts considered by staff when formulating the recommendation to approve:

- If the vacation is not approved, the excess space behind the sidewalk will be viewed and used as if it is private property. With approval of the vacation the property will actually be private, consistent with how it will be used and viewed by future residents.
- With the approval of the vacation, the applicant will compensate the city for the property, providing new revenue of nearly \$60,000.
- With the approval of the vacation, the applicant will be able to construct 17 lots rather than 16 lots.
- With the approval, the applicant will retrofit the neighboring stormwater pond and eliminate the need for a new standalone facility, thereby reducing the annual inspection and maintenance responsibilities of the city.
- 225<sup>th</sup> Avenue SE is a north/south local residential roadway and any future continuation is highly unlikely given that it would require significant modifications to the Providence Point facility that is within the City of Issaquah.

### **Financial Impact:**

If the right of way vacation is approved the property owner receiving the land will be required to compensate the City one half of the appraised value. The total amount owed would be \$57,391.20.

If the right of way vacation is approved the developer of Laurel Hill Division IV will retrofit one of the neighboring stormwater ponds. If the right of way vacation is denied, the developer will construct a



## City Council Agenda Bill

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new standalone stormwater facility increasing the city's annual inspection and maintenance responsibilities.

**Recommended Motion:** Re-open public hearing and take any additional testimony. Close public hearing and adopt ordinance approving the vacation of 225<sup>th</sup> Avenue SE.





**VICINITY MAP**

NOT TO SCALE



**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2012-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, VACATING THE EASTERN MOST  
EIGHT FEET OF 225<sup>th</sup> AVENUE SOUTH OF SE 32<sup>nd</sup>  
STREET ADJACENT TO TAX PARCEL NO 0924069201**

WHEREAS, a petition signed by the single owner of the property located adjacent to 225<sup>th</sup> Avenue SE south of SE 32<sup>nd</sup> Street (parcel number 0924069201) was filed with the City Clerk of the City of Sammamish requesting a street vacation of the eastern 9 feet of 225<sup>th</sup> Avenue; and

WHEREAS, on September 4, 2012 City Council passed Resolution 2012-502 calling for a public hearing; and

WHEREAS, on October 15, 2012 a public hearing was held and public testimony taken regarding vacation of said unopened right of way and was continued to November 6, 2012; and

WHEREAS, construction of a subdivision is currently permitted for parcel 0924069201; and

WHEREAS, the developer of will be constructing 225<sup>th</sup> Avenue SE in its final configuration as part of the subdivision permit requirements; and

WHEREAS, there will be an excess of 8 feet of right of way parallel to the subdivision that is not needed for any public purpose; and

WHEREAS, the owner of parcel number 094069201 will be required to pay the city one half of the appraised value of the land being vacated; and

WHEREAS, if the easternmost 8 feet of 225<sup>th</sup> Ave SE is vacated the developer will be able to reconfigure an existing neighboring stormwater pond to accommodate the stormwater needs of the new subdivision rather than construct a new standalone facility, and

WHEREAS, the City Council finds there are sufficient grounds for the vacation of said right-of-way, and that vacation thereof would be in the public interest;

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

Section 1. Street Vacation. The following described portions of City right-of-way are

hereby vacated:

THE WESTERLY 8.00 FEET OF LOT C, KING COUNTY SHORT PLAT NUMBER 474008, RECORDED UNDER RECORDING NUMBER 7505130525, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

THE AREA CONTAINS APPROXIMATELY 5101 SQUARE FEET.

ALL AS DEPICTED ON THE ATTACHED DRAWING LABELED ATTACHEMENT A.

Section 2. Consideration for Street Vacation. In consideration for the vacation of the portion of the streets legally described in Section 1 of this Ordinance, the abutting owner who is receiving title shall pay to the City the sum of \$57,391.20 for the property conveyed to them. Payment of said sum shall be a condition precedent of this Ordinance becoming effective.

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

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

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Thomas T. Odell, Mayor

ATTEST/AUTHENTICATED:

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

Exhibit 2

Approved as to form:

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Bruce L. Disend, City Attorney

Filed with the City Clerk:	October 10, 2012
Public Hearing:	October 15, 2012
First Reading:	October 15, 2012
Public Hearing:	November 6, 2012
Second Reading:	November 6, 2012
Passed by the City Council:	
Date of Publication:	
Effective Date:	

DRAFT





DATE: November 13, 2012

TO: Ben Yazici, City Manager

FROM: Jessi Richardson, Director of Parks and Recreation

RE: SE 8<sup>th</sup> Street Park Master Plan - Preferred Alternative

I am pleased to share that the Parks and Recreation Commission along with members of our community have completed the public process for the SE 8<sup>th</sup> Street Park Master Plan. We have identified a preferred alternative plan, the components of which are summarized below. With consensus from the city council on the preferred alternative, we will proceed with the SEPA review and anticipate final adoption of the plan in early 2013.

Annotated graphics of the Preferred Alternative Plan for Site A and Site B are included in your packet materials.

### **Project Background:**

SE 8th Street Park (Site A) opened to the public in October 2011 after being transferred to the city as part of a phased land donation by Mary Pigott. Site A, the first parcel of three, was transferred in early 2011. Located in the center of the city, the 16 acres that make up Site A are partially wooded with coniferous and deciduous trees. Buildings on the site include a single family home, a garage and a barn. Wood chipped trails meander through the dense forest and open meadows, crossing wetlands and streams throughout the site.

Ms. Pigott graciously allowed us to include Site B in the master planning process, although this parcel is not scheduled to transfer to the city for another 4 to 6 years. The 20 acres that make up Site B include dense forest cover, meandering trails that traverse varying topography and open meadows. A single family home with a garage and sauna makes up the old homestead. On June 3, 2012 the Reard House was relocated to Site B near the existing buildings.

Shortly after the “soft opening” of SE 8<sup>th</sup> Street Park in 2011, the Park Planning team began work on the master plan. This is the first master plan completed in-house. Nearly a year of site reconnaissance, studies, an extensive public process, concept development and refinement has been completed and incorporated into the preferred alternative plan. The preferred plan was presented at a public meeting and to the Parks Commission earlier this fall.

### **Preferred Master Plan:**

#### Site A General Design:

Environmental education was a strong theme that came forth during the public process. As a guiding design principle, the team incorporated opportunities for learning, exploring and creating with

environmental education in mind. These opportunities include a covered education circle designed as an informal meeting space, interpretive trails, an observation deck and an elevated boardwalk on Site A. The ADA accessible elevated boardwalk is situated 15' above the ground and intertwines through the forested canopy.

#### Site A Parking:

After considering a number of possible scenarios, the preferred alternative calls for two parking areas on Site A. Primary parking is proposed along SE 8<sup>th</sup> Street and is recommended as part of the Phase I construction project. Secondary parking (if needed) is proposed between the house and the barn. Access to the buildings and onsite parking is provided by improving the existing 9-foot wide gravel drive to a two-way asphalt driveway. The secondary parking area and the driveway are only required if the house is activated for public use and are not currently included in the Phase I recommendation.

At full build out, the plan calls for approximately 51-parking spaces, including ADA stalls.

#### Site A House and Barn:

The house on Site A is approximately 3,500 sq. ft. and is in good condition. If desired, the house could be renovated and used as a public facility for a variety of uses including programs, classes and meetings.

Considering the potential for the development of a community center, we are not recommending the house renovation be included in the initial development phase for this park. We feel that activation of this house would duplicate services and increase our operating expenses for this park significantly.

In the meantime, we have concerns about the house sitting vacant and are recommending this house be rented via a caretaker agreement. In this case, the house is rented to a private individual and serves as their residence, with the condition that they also be the “eyes and ears” at the park. These types of agreements are commonly used by other jurisdictions. A caretaker agreement also ensures the house is properly maintained until a future public use (if any) can be identified. We do not recommend leasing this space for commercial/business use as this may trigger facility upgrades and we don't believe this type of use is compatible with the vision for the park.

The barn is currently used for park maintenance and storage and will continue to be used in this manner. In addition, a portion of the barn will be renovated for park restrooms. Construction of the park restrooms is included as part of Phase I, although additional information is needed regarding the health of the existing septic system before a final cost estimate and recommendation can be developed.

#### Site B General Design:

Site B is intentionally more passive than Site A with design elements that include meandering trails and boardwalks. These amenities allow for an up-close and exploratory experience in support of outdoor education. A bird blind is proposed on Owl Pond as well as habitat restoration, preservation and enhancement.

Additional site features proposed within Site B include a medium picnic shelter that overlooks the open meadow; a lawn area for picnicking; and, informal planting areas that provide aesthetic connectivity between the existing buildings.

Site B Parking:

Site B is accessible from the north via 221st Ave SE connecting Lancaster Ridge to the park. Three parallel parking spots are proposed within the 221<sup>st</sup> Ave SE right-of-way and adjacent to a city owned detention facility. Additional access is provided from the south via 220<sup>th</sup> Ave SE and this will serve as the main entrance to Site B. A 10-stall grasscrete parking lot is proposed just south of the Reard House. Grasscrete is a plastic load bearing cellular paving material used as an alternative to traditional paving materials that has the look of an open lawn area. The intent is to provide parking but not at the aesthetic expense of disrupting the flow of the existing open meadow that encumbers the south portion of the property.

Site B Houses and Outbuildings:

Limited development is proposed in the SW corner of the property, which is the location of the buildings. The Tanner House is on a cedar log foundation and if intended for public use will require extensive renovation. At this time, no public use is proposed for this house. The existing sauna will be converted to park restrooms. The Reard House is intended to be used for heritage education in partnership with the Sammamish Heritage Society.

**Phase I Recommendation:**

Our recommendation for Phase I includes formalizing the parking along SE 8<sup>th</sup> Street, which will add approximately 40 stalls. We also plan to formalize the entrance to the park and ensure an ADA accessible path from the parking lot into the center of the park. We anticipate constructing approximately 1,600 feet of new crushed rock trails, a boardwalk and installing interpretative signage. It is our intent to provide park restrooms as part of Phase I, but the type of restroom will depend on our evaluation of the existing septic system. Phase I will also include storm drainage for the existing parking lot. When possible, we intend to mobilize our volunteer workforce to support construction of some of these new park amenities.

As noted previously, we are not recommending the house renovation, construction of the access road, or internal parking lot be included in the initial phase of development. These items are, however, included in the master plan and may be constructed at a future date.

**Funding:**

\$448,000 is proposed in the 2013-14 Parks CIP for Phase I design and construction. The preliminary cost estimate for the Phase I development is approximately \$435,000. The costs will depend largely on the final scope of the project including the parking lot design and site improvements.

Staff are continuing to work on the cost estimates for full build of the master plan and associated maintenance costs. This information will be presented at the council meeting.

**Next Steps:**

- Council Approval to Proceed with SEPA Process: Anticipated on November 13, 2012
- SEPA Review: December - January 2013
- City Council Adoption of Master Plan: February 2013
- Confirmation of Phase I Project Approach
- Phase 1 design begins: March 2013

## **Additional Background Information**

### **Master Plan Timeline:**

#### Community Survey

- Web Survey January 2012

#### Public Meetings

- Meeting #1: Hopes, Dreams and Fears, January 11, 2012
- Meeting #2: Review of Master Plan Alternatives, April 25, 2012
- Meeting #3: Public Safety, Site Access and Parking and Building Uses, July 11, 2012
- Meeting #4: Review of the Preferred Alternative, September 19, 2012

#### Parks Commission

- Hopes, Dreams and Fears: January 4, 2012
- Review of Master Plan Alternatives: May 9, 2012 and June 6, 2012
- Review of Preferred Alternative Plan: October 3, 2012

#### City Council Updates:

- Hopes, Dreams and Fears: January 10, 2012
- Review of Master Plan Alternates: June 12, 2012
- Review of Preferred Alternative Plan and consensus to move into SEPA: November 13, 2012

### **Surveys and Studies Performed:**

- Site Inventory and Analysis
- Wetland Reconnaissance
- Traffic Count Study and Analysis



## Memorandum

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DATE: November 13, 2012

TO: Sammamish City Council

FROM: Pauline Cantor, Chair, Parks and Recreation Commission

RE: SE 8<sup>th</sup> Street Park – Master Plan Recommendation

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On behalf of the Parks and Recreation Commission, I am pleased to present our recommendations on the SE 8<sup>th</sup> Street Park Master Plan.

It is the result of input from several public meetings, started in January of this year. The Parks Commission has been presented with a range of ideas and proposals for the park, including plans to enhance the park through environmental and heritage education; bring visitors safely into the park; provide basic amenities such as parking, access and restrooms; and, build on the existing network of trails on the site. We have examined the plans presented to us by staff, and we have received extensive input from local residents and park neighbors. We carefully examined the impacts of park development on the neighboring properties and reached a compromise that was sensitive to the adjacent homeowners while recognizing the needs and interests of the community.

As a Parks Commission, we unanimously endorse the final preferred design presented to us at our regularly scheduled meeting on Wednesday, October 3, 2012. We have provided additional comments on the various elements of the plan below.

### **Key Recommendations:**

**Community Park:** We are fortunate to have this wonderful piece of property donated to the city and for the enjoyment of the whole community. We recognize amenities such as parking and access are necessary for this park to function as a community park but also believe other amenities like picnic shelters, interpretive signs, boardwalks and the canopy walk are what make the park special. This park is passive without being stale. When presenting this design to the community, the feedback received was that it was nice to have a special, unique feature to set this park apart from others.

**Parking and Access:** On site A, on-street parking is provided in the right-of-way, along SE 8th Street. Limited parking will be sited near the buildings to achieve a total of 51-parking spaces, including ADA stalls. Access to the buildings and onsite parking is provided by expanding the existing 9 foot gravel driveway to a two-way asphalt driveway. The existing cleared area adjacent to the barn can also be used for overflow parking, if the need is warranted.

Site B can be accessed from the north via 221st Ave SE connecting Lancaster Ridge to the park and from the south via 220th Ave SE. Three parallel parking spots are located within the 221st Ave SE right-of-way and adjacent to a city owned detention facility. A 10-stall parking lot is proposed just south of the Reard House. These two access points are an outcome from the third public meeting which focused on safety, access and parking. The neighbors adjacent to the park property felt one

entrance concentrated vehicular and foot traffic and that the addition of a second access point spreads this traffic out more evenly through the neighborhood.

**Building Use:** We recognize that the existing house on Site A is a wonderful resource for a multi-use gathering space (i.e. community art classes, yoga sessions, meetings, or other gatherings). With the possibility of a community center in the near future, we realize this space may not be a necessary component. However, if future community needs warrant, we recommend renovating the house to make it ADA accessible and a useful, organized space. The existing barn provides a much needed space for maintenance tools and materials at this time, but can also be a converted space if future needs dictate. We are in support of converting part of the barn to a restroom for park users. This is not only sustainable, but reduces the need to cut trees for a new restroom building.

Site B includes an existing house, sauna and garage. In addition, the Reard House was moved to the site in early summer 2012. We realize the master plan process did not yield a strong use for the existing buildings. We recommend the sauna be converted to park restrooms, the Reard House used for heritage education, the existing garage used for maintenance storage and secure the Tanner House until a future use is determined. We agree with the addition of a medium size picnic shelter near the parking area and overlooking the meadow for community use.

**Minimize Adjacent Impacts:** We acknowledge the proximity of this park to adjacent neighbors and realize it has an impact. Therefore, we support the removal of trails adjacent to the property line where feasible, limiting park use to daytime hours and providing several access points to distribute park use traffic.

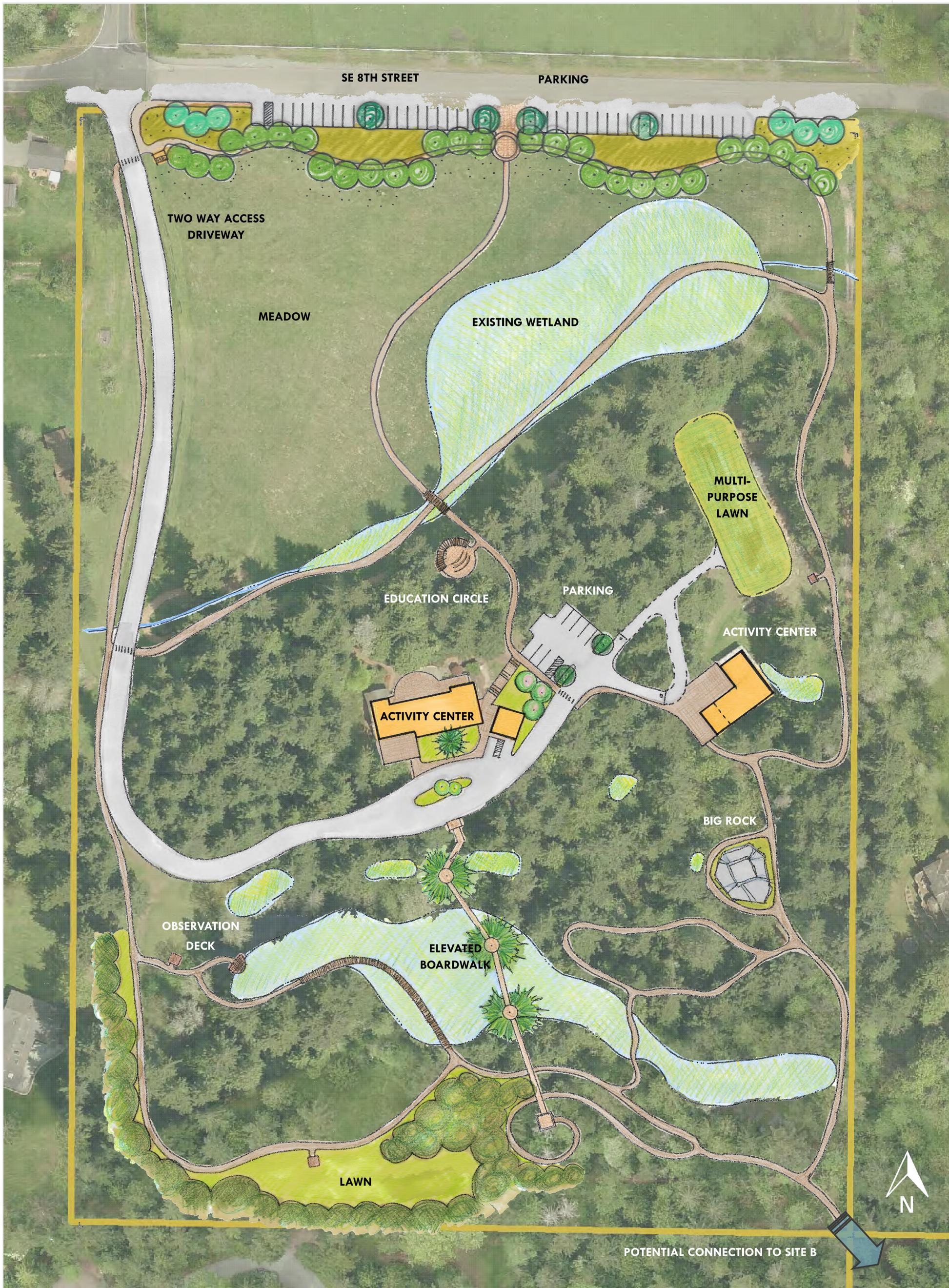
**Environmental and Heritage Education:** Environmental and heritage education were strong themes that came forth during the public process. As a guiding design principle, the team incorporated opportunities for learning, exploring and creating with environmental and heritage education in mind. We are in support of environmental opportunities including the addition of a covered education circle designed as an informal meeting space, interpretive trails, a wetland observation deck, an elevated boardwalk and a bird blind.

We also recognize another educational component in this park – heritage. These educational opportunities range from the dawn of time with glacial formations at the big rock to the historical Reard House, which focuses on heritage within the past century.

**Habitat Restoration and Enhancement:** The plan calls for several areas of habitat restoration, including the wetland meadow on site A, the vegetative understory throughout both sites, and the restoration of the meadow on site B. We fully support this action and feel that this work can be done over time through volunteer work parties.

**Phase 1:** We recommend that the first of this project focus on developing park user amenities such as on-street parking along SE 8<sup>th</sup> Street, a park entrance, education circle, trail construction and restrooms at the existing barn.

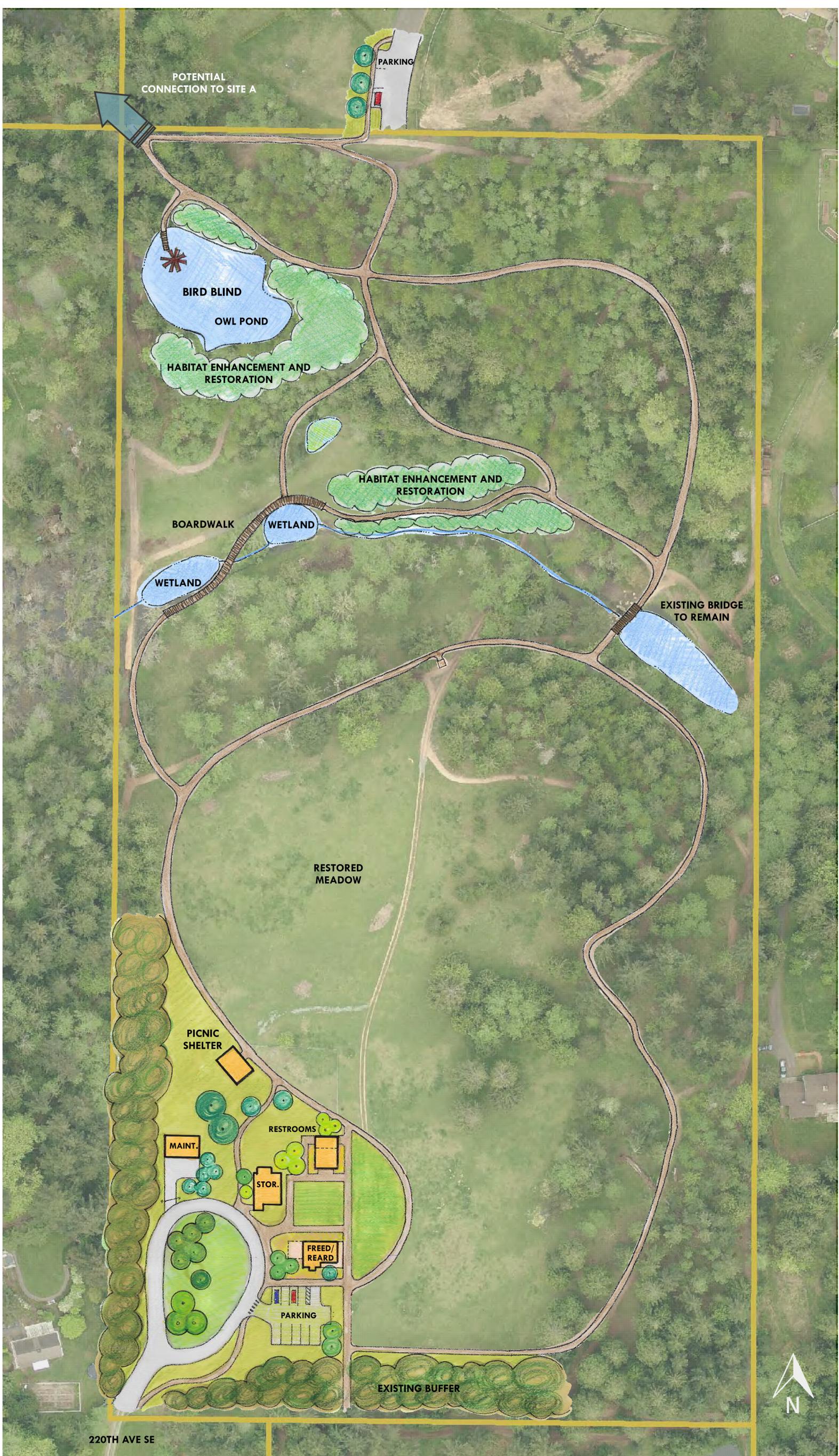
**Conclusion:** This concludes our feedback and recommendations for the master plan preferred alternative. We very much appreciate the opportunity to provide you with our recommendations on the SE 8<sup>th</sup> Street Master Plan.



# PREFERRED ALTERNATIVE - SITE A

# SE 8TH STREET PARK MASTER PLAN





# PREFERRED ALTERNATIVE - SITE B

# SE 8TH STREET PARK MASTER PLAN





## Memorandum

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DATE: November 13, 2012

TO: Ben Yazici, City Manager

FROM: Jessi Richardson, Director of Parks and Recreation

RE: Community Garden – Lower Sammamish Commons Park

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In June 2012, the City Council asked staff to evaluate alternative sites for a community garden. Three sites were considered including Beaver Lake Park, the Lower Sammamish Commons and SE 8<sup>th</sup> Street Park. After further study and review, the Lower Sammamish Commons site was identified by staff as the preferred location for the development of a community garden.

The Lower Sammamish Commons boasts a large open space, a portion of which (western edge of the property, adjacent to the storm ponds) is suitable for a community garden (Please see attached site plan). The advantages of this location include the availability of parking, existing irrigation and the relatively level topography, all of which make this site the most feasible of all options considered. There was a previous concern about the availability of a water connection, but Sammamish Plateau Water & Sewer District has confirmed that we can utilize the existing irrigation lines to provide non-potable water to the community garden.

Developing the community garden within the Lower Sammamish Commons Park is consistent with the Beaver Lake Park master plan goal of providing community garden space for the citizens of Sammamish. The garden will promote community involvement and connection while providing opportunities to enjoy gardening for those that may not have that option at their own home or apartment. The community garden also encourages healthy living and sustainable gardening practices.

The master plan for the Sammamish Commons does not include a community garden. If the City Council confirms this site as the preferred location for the garden, it is recommended that we hold a public meeting to discuss the proposed change before it is approved. Standard noticing will be provided for the meeting and postcard notifications will be sent to immediate neighbors.

### **Additional Sites Considered:**

In addition to the Lower Sammamish Commons, two other sites were considered. Beaver Lake Park was originally selected as the location for the community garden. This was an outcome of the master planning process conducted in 2010. The garden's location was planned to be under the power lines and accessed from SE 24<sup>th</sup> Street. Upon completion of the design, staff submitted plans to the Bonneville Power Administration (BPA) in October 2011 for their review. The city was notified in January 2012 that the BPA permit was going to be delayed for a variety of reasons. We have not yet withdrawn our permit request for this site and to date, this issue has not been resolved.

SE 8<sup>th</sup> Street Park was also proposed as a potential location for a community garden. Staff considered both Site A and Site B as potential locations. Of the two sites, Site B is better suited for a community garden due to sun

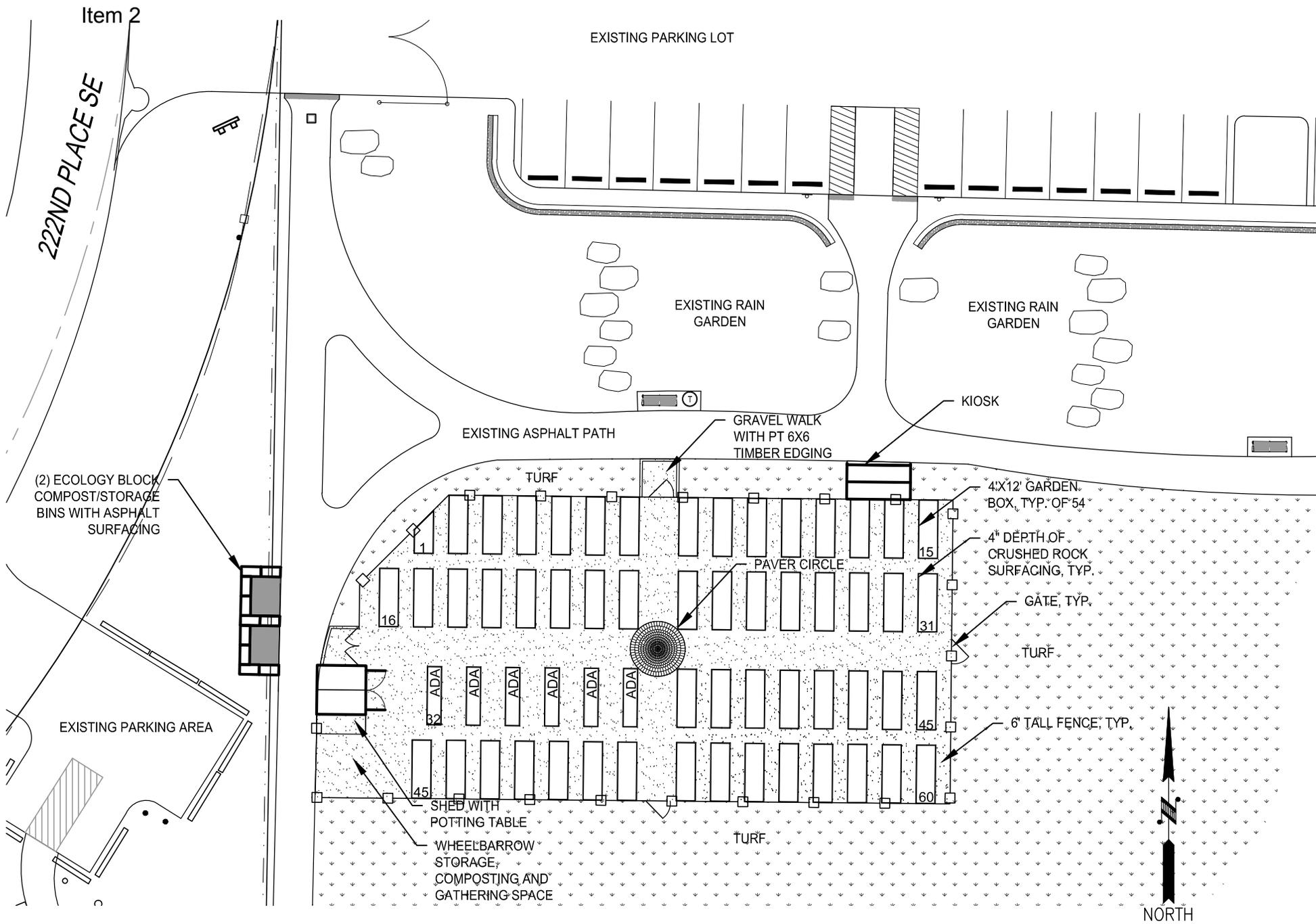
exposure, compatibility with existing site amenities and relatively flat land. A community garden was discussed during the recent Master Planning process, but there was strong opposition to the community garden in the public meetings. The Preferred Master Plan is being presented to the City Council on November 13 (same night as the community garden discussion) and based on the outcome of the public process a community garden is not included in the preferred plan.

**Staff Recommendation:**

The recommendation is to select the Lower Sammamish Commons as the preferred site for a community garden and proceed with a public meeting to discuss the proposed change to the master plan.

**Funding:**

\$200,000 has been allocated in the 2011-2012 budget (Parks CIP) for the development of a community garden at Beaver Lake Park. The estimated cost to build the community garden at the Lower Sammamish Commons is approximately \$150,000, including a 10% contingency. This represents full build out of a community garden, versus a phased approach as was previously discussed.



**1** LOWER SAMMAMISH COMMONS COMMUNITY GARDEN, LAYOUT PLAN  
 SCALE: NOT TO SCALE

