

AGENDA

City Council Regular Meeting

January 20, 2009
Council Chambers

6:30 pm – 9:30 pm

Call to Order

Roll Call/Pledge of Allegiance

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.*

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- Proclamation: Skyline Spartans Day
- Annual Growth Report/King County
- Emergency Preparedness

Consent Agenda

Payroll for pay period ending December 15, 2008 for pay date December 19, 2008 in the amount of \$224,085.11

Payroll for pay period ending December 31, 2008 for pay date January 5, 2009 in the amount of \$278,744.42

1. Approval: Claims for period ending January 20, 2009 in the amount of \$1,043,780.59 for check No. 22601 through No. 22744
2. Resolution: Supporting The Continuation Of The Eastside Transportation Partnership (ETP) As The East King County Forum For Information Sharing, Consensus Building And Coordinating To Provide Advice On Regional Transportation Issues And Approve Continued Participation By The City Of Sammamish, Washington

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.



3. Contract: 2009 Fourth of July Fireworks/Western Display
4. Contract: Customer Service Training/Performance Journeys
5. Contract: ELSP Project Construction Management/Perteet
6. Approval: Minutes for the November 18, 2008 Regular Meeting
7. Approval: Notes for the December 9, 2008 Joint Study Session
8. Approval: Notes for the January 4, 2009 Special Meeting/Holiday Dinner
9. Approval: Minutes for the January 6, 2009 Regular Meeting
10. Approval: Notes for the January 13, 2009 Study Session

Public Hearings

11. Ordinance: First Reading Declaring Public Use and Necessity for Land and Property to Be Condemned As Required For 244th Avenue Improvements Project; And Authorizing payment Therefore From the City's Transportation Capital Improvement Program fund

Public Hearings Continued from December 16, 2008 Regular Meeting:

12. Ordinance: Second Reading Amending Section 21A.05 Of The Sammamish Municipal Code To Refine And Clarify Administrative Procedures Related To The Issuance Of Interpretations Of The Development Code, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code For Consistency With Section 21A.05
13. Ordinance: Second Reading Amending Titles 16, 20, 21A, And 23 Of The Sammamish Municipal Code
14. Ordinance: Second Reading Amending Sections 21A.25.210 (Lot Divided By Zone Boundary), 21A.50.225 (Erosion Hazards Near Sensitive Water Bodies-Special District Overlay), And 21A.260 (Landslide Hazard Areas-Development Standards), Of The Sammamish Municipal Code
15. Ordinance: Second Reading Amending Section 20.15 Of The Sammamish Municipal Code (State Environmental Policy Act Procedures) To Revise SEPA Flexible Exemption Threshold Levels For Minor New Construction

Unfinished Business

New Business

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

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AGENDA CALENDAR

January 2009			
Mon 01/19			Martin Luther King Day (City Offices Closed)
Tues 01/20	6:30 pm	Regular Council Meeting	Proclamation: Skyline HS Football/Soccer Team Recognition Annual Growth Report/King County Emergency Plan PH: Ordinance Second Reading Code Interpretation PH: Ordinance Second Reading Minor Code Amendments PH: Ordinance Second Reading Code Blocks Public Hearing: First Reading Condemnation Ordinance Resolution: ETP Partnership agreement (consent) Contract: Maintenance Facility Final Design/TCF Architects (consent) Contract: Fireworks/Western Display (consent) Contract: Customer Service Training/Performance Journeys (consent) Contract: ESLP Project Construction Management/Perteet (consent)
Jan 23		Council Retreat	City Hall
February 2009			
Tues 02/03	6:30 pm	Regular Council Meeting	Presentation: Lake Washington School District 2020 vision/Linkage Meeting Second Reading Condemnation Ordinance
Tues 02/10	6:30 pm	Study Session	Shoreline Master Plan City's 10 th Birthday Celebration
Mon 02/16			President's Day (City Offices Closed)
Tues 02/17	6:30 pm	Regular Council Meeting/Study Session	Shoreline Master Plan
March 2009			
Tues 03/03	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 03/10	6:30 pm	Study Session	Sammamish Landing: Review of Preferred Master Plan Presentation: City Hall Clock Shoreline Master Plan
Mon 03/16	6:30 pm	Study Session	Joint Meeting with Planning Commission Shoreline Master Plan
Tues 03/17	6:30 pm	Regular Council Meeting	Quarterly Reports Ratification: County Wide Planning Polices
April 2009			
Tues 04/07	6:30 pm	Regular Council Meeting	Public Hearing: Ordinance First Reading Shoreline Master Plan
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	Public Hearing: Ordinance Second Reading Shoreline Master Plan
May 2009			
Tues 05/05	6:30 pm	Regular Council Meeting	Deliberation: Ordinance Shoreline Master Plan
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	Adoption: Shoreline Master Plan
June 2009			
Tues 06/02	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 06/09	6:30 pm	Study Session	

Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	Quarterly Reports
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	
Sept 2009			
Tues 09/01	6:30 pm	Regular Council Meeting	
Tues 09/08	6:30 pm	Study Session	
Mon 09/15	6:30 pm	Regular Council Meeting	
Tues 09/21	6:30 pm	Study Session	
October 2009			
Tues 10/6	6:30 pm	Regular Council Meeting	Quarterly Reports
Tues 10/13	6:30 pm	Study Session	
Mon 10/19	6:30 pm	Study Session	
Tues 10/20	6:30 pm	Regular Council Meeting	Quarterly Reports
November 2009			
Tues 11/03	6:30 pm	Regular Council Meeting	
Tues 11/10	6:30 pm	Study Session	Commission Interviews
Mon 11/16	6:30 pm	Study Session	Commission Interviews
Tues 11/17	6:30 pm	Regular Council Meeting	
December 2009			
Tues 12/01	6:30 pm	Regular Council Meeting	Commission Appointments
Tues 12/08	6:30 pm	Study Session	
Mon 12/15	6:30 pm	Regular Meeting	
Tues 12/21	6:30 pm	Study Session	
To Be Scheduled		To Be Scheduled	Parked Items
Resolution: Adopting Evans Creek Preserve Master Plan Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update		Resolution: Pine Lake Water Quality Plan Resolution: Acceptance South Pine Lake Route Project	

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Events

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January 2009

[February >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 8 a.m. New Year's Day	2	3
4 6 p.m. City Council Special Meeting	5	6 6:30 p.m. City Council Meeting	7	8 6 p.m. Planning Commission Meeting	9	10
11	12	13 6:30 p.m. City Council Study Session	14 6:30 p.m. Parks and Recreation Commission Meeting	15	16	17
18	19 8 a.m. Martin Luther King Day City offices closed 6:30 p.m. Art Commission - Rescheduled to Jan. 25th	20 6:30 p.m. City Council Meeting	21 6 p.m. Sammamish Youth Board Meeting	22 6 p.m. Planning Commission Meeting	23 8 a.m. City Council Retreat	24
25 12 p.m. Arts Commission Meeting	26	27	28	29	30	31

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February 2009

[March >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 6:30 p.m. City Council Meeting	4 6:30 p.m. Sammamish Landing Public Meeting #3	5 6:30 p.m. Planning Commission Meeting	6	7
8	9	10 6:30 p.m. City Council Study Session	11 6:30 p.m. Parks and Recreation Commission Meeting	12	13	14
15	16 8 a.m. President's Day City offices closed 6:30 p.m. Art Commission - Rescheduled to Feb. 23rd	17 6:30 p.m. City Council Meeting	18	19 6:30 p.m. Planning Commission Meeting	20	21
22	23 6:30 p.m. Arts Commission Meeting	24	25 6 p.m. Sammamish Youth Board Meeting	26	27	28

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Last updated Jan 14 2009



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: January 15, 2009
RE: Claims for January 20, 2009

			\$	136,231.14
				10,939.68
000				494,034.07
	0.00	*		391,363.11
				11,212.59
	136,231.14	+		
	10,939.68	+		
	494,034.07	+		
	391,363.11	+		
	11,212.59	+		
005				
	1,043,780.59	*		

TOTAL \$ 1,043,780.59

Check # 22601 through #22744

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22601	01/05/2009	ANI	ANI Administrators NW Inc	1,661.61	000000
22602	01/05/2009	AWCMED	AWC Employee BenefitsTrust	83,005.57	000000
22603	01/05/2009	ICMA401	ICMA 401	34,852.22	000000
22604	01/05/2009	ICMA401x	ICMA401	5,538.67	000000
22605	01/05/2009	ICMA457	ICMA	10,888.17	000000
22606	01/05/2009	PREPAIDL	Pre-Paid Legal Services, Inc	284.90	000000
CHECK TOTAL:				\$136,231.14	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22607	01/09/2009	AMEX	American Express	50.95	000000
22608	01/09/2009	US BANK	U. S. Bank Corp Payment System	10,888.73	000000

CHECK TOTAL:				\$10,939.68	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22609	01/20/2009	AADAMS	AAdams Tree Service	654.00	000000
22610	01/20/2009	ACCURINT	Accurint	30.00	000000
22611	01/20/2009	ACE	Ace Hardware, LLC	801.46	000000
22612	01/20/2009	ADOLFSON	ESA Adolfsen	11,579.16	000000
22613	01/20/2009	ALLIEDBO	Allied Body Works	9,827.44	000000
22614	01/20/2009	AMERICAW	America West Env Supplies Inc	24,565.66	000000
22615	01/20/2009	ASC	Action Services Corp	8,942.74	000000
22616	01/20/2009	BANKNY	Bank Of New York Mellon	303.50	000000
22617	01/20/2009	BARRY	Jack Barry	61.51	000000
22618	01/20/2009	BERGERPA	Berger Partnership	22,586.15	000000
22619	01/20/2009	BOFAPC	Bank of America Petty Cash	332.28	000000
22620	01/20/2009	BOGDAN	Advantage Building Services	9,018.76	000000
22621	01/20/2009	BOLA	Bola Architecture & Planning	1,029.87	000000
22622	01/20/2009	BRAUNS	Jeff Brauns	160.81	000000
22623	01/20/2009	BRENNAN	J. A. Brennan Assoc.	7,188.33	000000
22624	01/20/2009	BUILDERS	Builders Exchange of WA	167.75	000000
22625	01/20/2009	CADMAN	Cadman, Inc.	10,676.05	000000
22626	01/20/2009	CASCADED	Cascade Diesel & Truck Repair	2,562.97	000000
22627	01/20/2009	CERTIFIE	Certified Backflow Testing, Inc	160.00	000000
22628	01/20/2009	CHAMPION	Champion Courier	45.92	000000
22629	01/20/2009	CHEN	Steven Chen	70.20	000000
22630	01/20/2009	CHILDRES	Harborview Children's Response Center	637.50	000000
22631	01/20/2009	COMPLETE	The Complete Line	274.52	000000
22632	01/20/2009	COSTCO	Costco Wholesale	583.50	000000
22633	01/20/2009	CRAN	GORDON CRANDALL	1,651.91	000000
22634	01/20/2009	DAY	Day Wireless	81.46	000000
22635	01/20/2009	DUNHAM	Marlene Dunham	17.19	000000
22636	01/20/2009	EADS	Elder & Adult Day Services	2,500.00	000000
22637	01/20/2009	EAGLE	Eagle Press & Supply	3,520.13	000000
22638	01/20/2009	EASTBABY	Eastside Baby Corner	1,250.00	000000
22639	01/20/2009	EASTDOM	Eastside Domestic Violence	2,016.00	000000
22640	01/20/2009	EASTEQ	Eastside Equipment & Marine	1,514.28	000000
22641	01/20/2009	ENGBUS	Engineering Bus Syst, Inc.	109.00	000000
22642	01/20/2009	ENVIROIS	EnviroIssues	591.90	000000
22643	01/20/2009	EVANS	David Evans & Associates, Inc	8,313.35	000000
22644	01/20/2009	FASTENAL	Fastenal Industrial Supplies	3,636.96	000000
22645	01/20/2009	FCS	FCS Group Inc.	450.00	000000
22646	01/20/2009	FRYOUTH	Friends Of Youth	2,500.00	000000
22647	01/20/2009	GALT	John E. Galt	1,016.40	000000
22648	01/20/2009	GEO	Geo Engineers	10,532.07	000000
22649	01/20/2009	GUROL	Kamuron Gurol	28.80	000000
22650	01/20/2009	HOMEDE	Home Depot	1,329.67	000000
22651	01/20/2009	INSTANT	Instant Imprints	1,872.22	000000
22652	01/20/2009	IRONMT	Iron Mountain	287.82	000000
22653	01/20/2009	ISSAQ1	Issaquah Press, Inc.	840.00	000000
22654	01/20/2009	ISSCITY	City Of Issaquah	2,495.75	000000
22655	01/20/2009	ISSTROPH	Issaquah Trophy & Awards	152.60	000000
22656	01/20/2009	J3 Mecum	J3 Mecum Engineering Inc	1,981.81	000000
22657	01/20/2009	JOHNSTO	Johnston Architects PLLC	1,062.50	000000
22658	01/20/2009	JPMORGAN	JP Morgan Chase	1,292.04	000000
22659	01/20/2009	KCSARC	KC Sexual Assault Resource Ctr	1,300.00	000000
22660	01/20/2009	KEENEY	Keeney's Office Plus	98.37	000000
22661	01/20/2009	KINGDD	King County DDES	210.00	000000
22662	01/20/2009	KINGGIS	King County GIS Center	1,440.00	000000
22663	01/20/2009	KINGPET	King County Pet Licenses	90.00	000000
22664	01/20/2009	KINGWAT	King County Finance Water & Land Division	33,605.10	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Bill #1</u>	
				<u>Amount</u>	<u>Voucher</u>
22665	01/20/2009	KLEINFEL	Kleinfelder, Inc.	19,680.01	000000
22666	01/20/2009	LWSD	Lake Washington School Dist	2,784.00	000000
22667	01/20/2009	MAILPO	Mail Post	2,981.16	000000
22668	01/20/2009	MAKERS	Makers Architecture & Urban	1,830.00	000000
22669	01/20/2009	MATTHIAS	Michael Matthias	10.30	000000
22670	01/20/2009	MICRO	Microflex, Inc.	186.89	000000
22671	01/20/2009	MMCOMFOR	MM Comfort Systems	444.72	000000
22672	01/20/2009	MOBERLY	Lynn Moberly	7,500.00	000000
22673	01/20/2009	MOBILEMA	Mobile Maintenance & Mechanix	1,237.14	000000
22674	01/20/2009	NAPA	Napa Auto Parts Inc.	2,129.54	000000
22675	01/20/2009	NC MACH	NC Machinery Co	1,423.66	000000
22676	01/20/2009	NELSONCO	Walter E. Nelson Company	397.61	000000
22677	01/20/2009	NESAM	NE Sammamish Sewer & Water	188.32	000000
22678	01/20/2009	NEWMAND	Dan & Sherrie Newman	500.00	000000
22679	01/20/2009	NWENVIRO	NW Environmental Consulting LL	630.00	000000
22680	01/20/2009	NWHYDRO	NW Hydroseeding	525.00	000000
22681	01/20/2009	NWLAND	Brickman	13,433.98	000000
22682	01/20/2009	NWLSVC	NW Landscape Service	8,530.34	000000
22683	01/20/2009	PACE	Pace Engineers, Inc.	18,467.00	000000
22684	01/20/2009	PERTEET	Perteet, Inc.	86,561.13	000000
22685	01/20/2009	PETTI	P. F. Pettibone & Company	99.50	000000
22686	01/20/2009	PSE	Puget Sound Energy	21,966.54	000000
22687	01/20/2009	SAM	Sammamish Plateau Water Sewer	6,677.13	000000
22688	01/20/2009	SAMCHAMB	Sammamish Chamber of Commerce	140.00	000000
22689	01/20/2009	SAMCITIZ	Sammamish Citizen Corps Council	1,931.48	000000
22690	01/20/2009	SEATIM	Seattle Times	1,436.02	000000
22691	01/20/2009	SEQUOYAH	Sequoyah Electric, LLC	220.05	000000
22692	01/20/2009	SITE	Site Workshop	18,115.00	000000
22693	01/20/2009	SOUNDLEG	Sound Legal Copy, Inc	300.13	000000
22694	01/20/2009	SPRAGUE	SPRAGUE	91.56	000000
22695	01/20/2009	STAPLES	Staples Business Advantage	1,478.52	000000
22696	01/20/2009	STOECKL	Jane C. Stoecklin	100.00	000000
22697	01/20/2009	STVIN	St Vincent DePaul	2,500.00	000000
22698	01/20/2009	TAGS	Tags Awards & Specialties	16.26	000000
22699	01/20/2009	TCF	TCF Architecture	631.31	000000
22700	01/20/2009	TLC	Total Landscape Corp	461.60	000000
22701	01/20/2009	TRANSPO	Transpo Group, Inc	32,962.70	000000
22702	01/20/2009	UNITRENT	United Rentals NW, Inc	4,708.31	000000
22703	01/20/2009	UPROAR		5,101.20	000000
22704	01/20/2009	VERT	Vertical Transportation Svcs	349.92	000000
22705	01/20/2009	VOYAGER	Voyager	4,411.36	000000
22706	01/20/2009	WADIS	State of Wa Dept of Info Syste	1,609.86	000000
22707	01/20/2009	WALAB	Wa State Dept of Labor & Indus	10,804.23	000000
22708	01/20/2009	WATERSH	The Watershed Company	5,835.76	000000
22709	01/20/2009	WAWORK	Washington Workwear LLC	278.48	000000
22710	01/20/2009	WESTTIRE	Western Tire Chain	2,313.94	000000
22711	01/20/2009	WRPA	Wa Recreation & Parks Assoc	5.00	000000

CHECK TOTAL: \$494,034.07

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22712	01/20/2009	APA	APA	453.00	000000
22713	01/20/2009	AWC	Association of Wa Cities	27,431.19	000000
22714	01/20/2009	AWCDRUG	Assoc of Wa Cities	529.00	000000
22715	01/20/2009	BUSPUB	Business Publishers Inc	227.00	000000
22716	01/20/2009	EASTFIRE	Eastside Fire & Rescue	298,265.00	000000
22717	01/20/2009	GOVERN	Governing Magazine	16.00	000000
22718	01/20/2009	GUARDIAN	Guardian Security	96.00	000000
22719	01/20/2009	HEWLITT	Hewlett Packard	361.88	000000
22720	01/20/2009	HOWARD	Lyman Howard	29.59	000000
22721	01/20/2009	ISSAQ1	Issaquah Press, Inc.	360.00	000000
22722	01/20/2009	KINGCOMC	King County Mun. Clerks' Ass'n	40.00	000000
22723	01/20/2009	KINGFI	King County Finance A/R	982.00	000000
22724	01/20/2009	NLCMEMBE	NLC Membership	3,258.00	000000
22725	01/20/2009	NWCASC	Northwest Cascade, Inc.	589.40	000000
22726	01/20/2009	PSBUS	Puget Sound Business Journal	90.00	000000
22727	01/20/2009	PSCLEAN	Puget Sound Clean Air Agency	26,864.00	000000
22728	01/20/2009	PSFOA	Puget Sound Finance Officers	100.00	000000
22729	01/20/2009	ROTARSAM	Rotary Club of Sammamish	96.00	000000
22730	01/20/2009	TIGER	Tiger Oak Publications, Inc	1,208.00	000000
22731	01/20/2009	USPOST	U.S. Postal Service	26,600.00	000000
22732	01/20/2009	VAN NOST	Maren Van Nostrand	2,587.20	000000
22733	01/20/2009	VERIZNW	Verizon Northwest	33.25	000000
22734	01/20/2009	VERIZON	Verizon Wireless	81.08	000000
22735	01/20/2009	WAALARM	Wa Alarm Inc	152.52	000000
22736	01/20/2009	WAGEN	State of WA Dept of Gen Admin	500.00	000000
22737	01/20/2009	WFOA	Wa Finance Officers Assoc	300.00	000000
22738	01/20/2009	WMTA	Wa Municipal Treasurers' Assoc	80.00	000000
22739	01/20/2009	WSDA	Wa State Dept of Agriculture	33.00	000000
CHECK TOTAL:				\$391,363.11	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
22740	01/20/2009	BOSCH	Bosch Security Systems, Inc	3,544.36	000000
22741	01/20/2009	HERMOSA	Hermosa Mexican Foods	219.14	000000
22742	01/20/2009	INSTANT	Instant Imprints	1,178.84	000000
22743	01/20/2009	JANES	Jane's Events	1,564.61	000000
22744	01/20/2009	KINGFI	King County Finance A/R	4,705.64	000000

CHECK TOTAL:				\$11,212.59	



CITY COUNCIL AGENDA BILL

Subject: Resolution Supporting The Continuation Of The Eastside Transportation Partnership (ETP) As The East King County Forum For Information Sharing, Consensus Building And Coordinating To Provide Advice On Regional Transportation Issues And Approve Continued Participation By The City Of Sammamish, Washington by authorizing the City Manager to sign the Interlocal agreement

Meeting Date: January 20, 2009

Date Submitted: January 13, 2009

Originating Department: City Manager

Clearances:

Action Required: Adopt resolution

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. ETP Transmittal Letter
2. Draft Resolution
3. Interlocal Agreement
4. ETP Subarea Map

Budgeted Amount:

Summary Statement: Adoption of this Resolution will continue the City of Sammamish's membership in ETP as well authorize the City Manager to enter into an Interlocal agreement to extend the membership through 2012.

Background: The City of Sammamish has been a member of Eastside Transportation Partnership since 1999. Two voting members are appointed the ETP yearly.

Financial Impact: \$100 per voting member yearly.

Recommended Motion: Motion to adopt the resolution



MS: KSC-TR-0814
201 South Jackson Street
Seattle, WA 98104-3856
Phone (206) 263-4710 Fax (206) 684-2111

December 30, 2008

The Honorable Grant Degginger
Mayor, City of Bellevue
Post Office Box 90012
Bellevue, WA 98009-9012

Dear Mayor Degginger:

On December 12, 2008 the Eastside Transportation Partnership (ETP) approved a revised agreement to extend ETP's activities through 2012. The revisions to this agreement, as well as the agreements for the South County Area Transportation Board (SCATBd) and the SeaShore Transportation Forum, were developed by a joint subcommittee with representation from all three boards. The revisions are intended to provide more consistency and clarity for the boards' operations, and more opportunities for coordination among the subareas. Highlights of the proposed changes include the following:

- Clarify voting and non-voting members, and seek consistency among the subareas in representation by the Port of Seattle, State Transportation Commission and local transit agencies from neighboring counties.
- Clarify voting rights on all issues, so that broad discussion is promoted, but voting on recommendations about subarea-based resource issues is limited to those jurisdictions located within the geographic boundaries of the subarea.
- Establish consistent dues of \$100 per voting member for each subarea.
- Establish that one use of the dues shall be used to hold at least one joint meeting annually, to promote discussion of issues that cross subarea boundaries.

Attached is the revised ETP agreement, which we are sending to all participating cities and agencies for their individual approval. We hope that your governing body reviews this and takes action to approve it by mid-January. Approval by your governing body should include authorizing the appropriate person to sign the agreement on your city's behalf. A draft resolution to facilitate that process is attached.

After your city has approved the agreement, please sign in the appropriate signature block and return it to Sally Marks, Supervising Transportation Planner, King County Department of Transportation, 201 S. Jackson Street, Seattle, WA. 98104.

Exhibit 1

2009 ETP Agreement

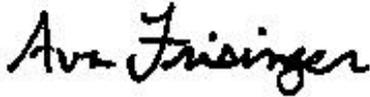
December 30, 2008

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After all the parties have signed, you will receive a completed copy of the agreement for your records.

If you have questions, please contact Sally Marks at 206-263-4710 or sally.marks@kingcounty.gov. Thank you very much for your cooperation.

Sincerely,



Ava Frisinger
Mayor, Issaquah
ETP Chair



Don Gerend
Deputy Mayor, Issaquah
ETP Vice Chair (Acting)

Attachment: 2009-2012 ETP Agreement
Draft Resolution

cc: The Honorable Claudia Balducci, Deputy Mayor, City of Bellevue
The Honorable Phil Noble, Councilmember, City of Bellevue
Myrna Basich, City Clerk, City of Bellevue
Kim Becklund, Regional Policy Manager, City of Bellevue

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2009-_____**

**A RESOLUTION SUPPORTING THE CONTINUATION OF THE
EASTSIDE TRANSPORTATION PARTNERSHIP (ETP) AS THE EAST
KING COUNTY FORUM FOR INFORMATION SHARING,
CONSENSUS BUILDING AND COORDINATING TO PROVIDE
ADVICE ON REGIONAL TRANSPORTATION ISSUES AND APPROVE
CONTINUED PARTICIPATION BY THE CITY OF SAMMAMISH,
WASHINGTON**

WHEREAS, the East King County subarea has been involved in multijurisdictional transportation planning to develop coordinated plans for transportation improvements and programs for this area; and

WHEREAS, these plans have been approved and efforts continue to be made to work cooperatively to implement the recommended projects; and

WHEREAS, the ETP has been an effective forum for information sharing, consensus building and providing valuable input on transportation planning and implementation decisions; and

WHEREAS, the ETP recognizes the need to coordinate with its regional partners to address issues that cross subarea and county boundaries;

WHEREAS, the City of Sammamish, Washington has participated as a member,

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

The City of Sammamish hereby approves the 2009-2012 Interlocal Agreement (attached) to continue to participate in the Eastside Transportation Partnership, including identifying representatives and providing dues, and authorizes the City Manager to enter into this Interlocal Agreement.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF JANUARY 2009.**

CITY OF SAMMAMISH

Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: January 2, 2009

Passed by the City Council:

Resolution No.: R2009-_____

**2009-2012 Agreement
for the
Eastside Transportation Partnership**

Parties to Agreement

City of Bellevue	Small Cities
City of Bothell	Beaux Arts
City of Issaquah	Clyde Hill
City of Kenmore	Hunts Point
City of Kirkland	Medina
City of Mercer Island	Yarrow Point
City of Newcastle	Snoqualmie Valley Cities
City of Redmond	Carnation
City of Renton	Duvall
City of Sammamish	North Bend
City of Woodinville	Snoqualmie
Community Transit	Eastside Transportation Association
Eastside Transportation Choices Coalition	King County
Port of Seattle	Puget Sound Regional Council
Snohomish County	Sound Transit
Transportation Improvement Board	Washington State Department of Transportation
Washington State Transportation Commission	

Transmittal date to participating members for approval on December 30, 2008.

THIS AGREEMENT is made and entered into by and among the TOWN OF BEAUX ARTS VILLAGE, hereafter called “Beaux Arts”; the CITY OF BELLEVUE, hereafter called “Bellevue”; the CITY OF BOTHELL, hereafter called “Bothell”; the CITY OF CARNATION, hereafter called “Carnation”; the CITY OF CLYDE HILL, hereafter called “Clyde Hill”; the CITY OF DUVALL, hereafter called “Duvall”; the CITY OF HUNTS POINT, hereafter called “Hunts Point”; the CITY OF ISSAQUAH, hereafter called “Issaquah”; the CITY OF KENMORE, hereafter called “Kenmore”; the CITY OF KIRKLAND, hereafter called “Kirkland”; the CITY OF MEDINA, hereafter called “Medina”; CITY OF MERCER ISLAND, hereafter called “Mercer Island”; the CITY OF NEWCASTLE, hereafter called “Newcastle”; the CITY OF NORTH BEND, hereafter called “North Bend”; the CITY OF REDMOND, hereafter called “Redmond”; the CITY OF RENTON, hereafter called “Renton”; the CITY OF SAMMAMISH, hereafter called “Sammamish”; the CITY OF SNOQUALMIE, hereafter called “Snoqualmie”; the CITY OF WOODINVILLE, hereafter called “Woodinville”; the CITY OF YARROW POINT, hereafter called “Yarrow Point”; KING COUNTY, a legal subdivision of the State of Washington, hereafter called “King County”; SNOHOMISH COUNTY, a legal subdivision of the State of Washington, hereafter called “Snohomish County”; the PUGET SOUND REGIONAL COUNCIL, hereafter called the “PSRC”; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called “Sound Transit”; SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA, hereafter called “Community Transit”; the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called “WSDOT”; the WASHINGTON STATE TRANSPORTATION COMMISSION, hereafter called the “Transportation Commission”; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called “TIB”; the PORT OF SEATTLE; the EASTSIDE TRANSPORTATION ASSOCIATION, hereafter called the “ETA”; and the EASTSIDE TRANSPORTATION CHOICES COALITION, hereafter called the “ETCC”.

WHEREAS, the parties to this agreement recognize that multi-jurisdictional transportation planning and coordinated transportation plans benefit their citizens; and

WHEREAS, the Eastside Transportation Partnership (ETP) has effectively served as the central forum for information sharing, consensus building, and coordination to develop recommendations for transportation policies, projects and programs for the East King subarea; and

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, called for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to review and recommend Sound Transit plans and implementation of projects and services; and

WHEREAS, the geographic subarea boundary area for the East King Subarea is the area represented on the attached map (Exhibit A);

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of Agreement

The purpose of the Agreement is to provide for the continuation of the Eastside Transportation Partnership (ETP) as the East forum for local governments to share information, build consensus, and coordinate among jurisdictions and agencies with the goal of providing advice on plans, programs, policies and priorities for regional transportation decisions.

2.0 Role of Subarea Transportation Boards

1. The Eastside Transportation Partnership (ETP) is the forum established for the East subarea of King County for elected officials to provide advice into the following decisions:
 - a. The King County Metro six year transit development plan, and implementation of transit service priorities
 - b. Sound Transit plans and implementation of projects and services
2. The ETP may also provide input on other countywide and regional transportation issues.
3. The three subarea transportation boards shall hold at least one joint meeting annually to address issues of mutual interest and concern and promote regional decisions.

3.0 Voting and Non-voting Members

3.1 The voting members of **ETP** and their voting rights shall be as follows:

Voting Members	Number of Reps.	Voting Rights			
		Sound Transit ¹	Metro Transit ²	Regional Competition ³	Other ⁴
Bellevue	2	Yes	Yes	Yes	Yes
Bothell	2	Yes	Yes	Yes	Yes
Kirkland	2	Yes	Yes	Yes	Yes
Issaquah	2	Yes	Yes	Yes	Yes
Mercer Island	2	Yes	Yes	Yes	Yes
Newcastle	2	Yes	Yes	Yes	Yes
Redmond	2	Yes	Yes	Yes	Yes
Renton	2	Yes	No	Yes*	Yes
Kenmore	2	Yes	Yes	Yes	Yes
Sammamish	2	Yes	Yes	Yes	Yes
Woodinville	2	Yes	Yes	Yes	Yes
Small Cities Coalition	2 (shared)	Yes	Yes	Yes	Yes
Snoqualmie Valley Cities	2 (shared)	No	Yes	Yes	Yes
King County	3	Yes	Yes	Yes	Yes
Snohomish County	1	No	No	No	Yes

3.2 The non-voting members of **ETP** shall be as follows:

Non-Voting Member	Number of Representatives
Sound Transit	1
PSRC	1
WSDOT	1
TIB	1
Community Transit	1
Port of Seattle	1
Washington State Transportation Commission	1
Eastside Transportation Choices Coalition	1
Eastside Transportation Association	1

3.3 A roll call vote shall be taken on recommendations from the subarea board regarding Sound Transit capital and service plans and implementation, Metro Transit service plans, and identification of projects for the regional competition, if prescribed by the process approved by the King County caucus of the Transportation Policy Board. The results shall be recorded by jurisdiction.

¹ Recommendations on Sound Transit capital and service plans and implementation

² Recommendations on Metro Transit service plans

³ Identification of projects for the regional competition, if prescribed by process approved by the King County members of the Transportation Policy Board (*projects in Renton north of the Cedar River)

⁴ Other recommendations including

- Recommendations to the PSRC on plans, policies and programs, such as input on alternatives, policies and criteria for the regional transportation plan; on studies and analyses conducted; on criteria; on funding policies; and on regional priorities.
- Recommendations to the State Legislature, committees and commissions established by the Legislature, such as input on proposed legislation; on recommendations from commissions; and on transportation budgets and priorities.
- Recommendations to WSDOT on projects, policies, programs, priorities and funding, such as input on alternatives, funding, and priorities for major corridors; on tolling; on transportation demand management; on Commute Trip Reduction; on active traffic management; and on state transportation plans.
- Recommendations to the State Transportation Commission, such as input on policies regarding tolling, preservation, capacity improvements and funding.
- Recommendations to the federal delegation on federal legislation, such as input on reauthorization; and on funding priorities.

4.0 Representation and Conduct

4.1 The representation on the Eastside Transportation Partnership (ETP) shall be as follows:

1. Elected officials appointed for a one-year term from each of the participating counties and cities, in the number specified above. King County representation shall be a maximum of two Councilmembers and the King County Executive or his designee. Snohomish County representation shall be the Snohomish County Executive or his designee.
2. High level staff from WSDOT, Community Transit, the Port of Seattle and the PSRC; an East King subarea board member of Sound Transit; the Director of the TIB; and a representative designated by the Washington Transportation Commission.
3. A representative of a private sector group or groups as determined by ETP.

4.2 Each participating member shall appoint an alternate. Designated alternates may vote in place of designated voting representatives in the absence of the designated representative.

4.3 On an annual basis, member jurisdictions shall inform the Lead Agency in writing of its representatives and alternates and provide the appropriate contact information for each.

4.4 The ETP will be responsible for overall program direction, approving Technical Advisory Committee recommendations and providing direction for input on transportation decisions

4.5 The ETP may establish its own bylaws and rules of procedures and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of this Agreement and modifications to such bylaws and rules will not alter this Agreement.

4.6 The ETP may establish subcommittees as it determines appropriate.

4.7 With a simple majority of voting members as shown in Section 3.1, the ETP can adopt resolutions, authorize correspondence, request studies, or provide other advisory input to member jurisdictions or regional and state activities, including plans policies, programs, projects or legislative issues.

4.8 Any voting member may request that a minority statement be included in communications or otherwise distributed with the adopted majority position.

5.0 Chair and Vice Chair

5.1 The chair and vice chair of ETP shall be representatives of a member county or city located within the subarea's geographic boundaries. The chair and vice chair shall be elected by a majority of the voting representatives from jurisdictions within the subarea's geographic boundaries.

5.2 The chair and vice chair shall be nominated by a nominating committee established in November of each year, and nominated in December of each year.

5.3 The chair and vice chair shall serve a term of one year from February 1 through January 31 of the following year.

5.4 The chair and the vice chair shall conduct the ETP activities within adopted procedures and guidelines. The chair and vice chair are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of the ETP.

6.0 Technical Advisory Committee (TAC)

6.1 Each member jurisdiction or agency shall appoint at least one planning, public works and/or intergovernmental staff person to the Technical Advisory Committee (TAC). Private sector groups shall not participate in TAC activities. Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the ETP.

6.2 The TAC shall provide technical assistance as requested by the ETP and shall advise the ETP and their respective members on emergent transportation issues, and be responsible for overall program development including drafting of the work program. The TAC shall also review consultant work, and coordinate its activities with adjacent jurisdictions, including the other subarea transportation forums.

6.3 When appropriate, the TAC will make recommendations for consideration of the ETP. The TAC's recommendations shall be arrived at by consensus of a majority of the TAC members present. If the Technical Advisory Committee is unable to reach consensus on a particular issue, TAC members may present discussion questions or a dissenting opinion to the ETP for consideration.

7.0 Lead Agency

7.1 King County will be the lead agency for the purposes of receipt of funds, contract administration, and disbursement of funds associated with consultant contracts and study-related expenses. King County shall appoint a staff member to serve as Project Manager for special projects. King County shall also provide general administrative and program support for the ETP. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.2 Lead Agency responsibilities include administrative and technical support for meetings and ongoing operations; collection, administration and distribution of dues; support to the chair and vice chair; preparation of correspondence and other materials; development and monitoring of work program; and coordination of consultant services or other special projects as directed by the ETP.

8.0 Annual Work Program

The ETP may undertake activities consistent with its purposes and shall prepare an annual progress report and work program for the following year for submittal to its members.

9.0 Financing and Cost Sharing Guidelines

9.1 Yearly Dues -- Each member city will contribute \$100.00 annually per vote awarded to remain members in good standing. The designated Lead Agency shall not be required to pay yearly dues. This revenue shall be used for special events, including an annual joint meeting of the subarea transportation boards, public education, or other expenses authorized by the ETP.

9.2 The following guidelines shall generally apply:

1. Annual Review of Financing: The ETP shall determine by June 30 of each year whether an additional financial contribution will be requested of the ETP jurisdictions.
2. Voting Members: If additional financial contributions are determined to be necessary, costs shall be shared among member jurisdictions other than King County by a method as determined by action of the ETP. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.
3. Non-voting Members: The member agencies shall not be expected to make a direct funding contribution.
4. Modification to Agreement Required: A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any payments to ETP but shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until all the tasks have been completed to the satisfaction of the ETP or until such time as the participating members choose to conclude the program for other reasons, but in no case shall the program extend beyond December 31, 2012, unless terminated earlier or extended in accordance with Section 11.0. If all parties desire to extend this Agreement beyond December 31, 2012, they shall execute a Statement of Extension. In no event shall the Agreement be extended beyond December 31, 2014.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Statement of

Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 13.0.

13.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 11.0, any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 11.0, any unexpended and uncommitted funds shall be distributed proportionately to those parties to this Agreement at the time of termination based on each party's percentage share of the original contribution.

15.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

16.0 Legal Relations

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the first party, its contractor, and/or employees, agents, and representatives in performing the first party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive any immunity that, as respects the other party only, would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section 16 shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

17.0 Entirety and Modifications

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

17.2 This Agreement may be modified or extended only by written instrument signed by all the parties hereto.

18.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

Exhibit 3

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

Town of Beaux Arts Village By: _____ Date: _____	City of Bellevue By: _____ Date: _____	City of Bothell By: _____ Date: _____
City of Carnation By: _____ Date: _____	City of Clyde Hill By: _____ Date: _____	City of Duvall By: _____ Date: _____
City of Hunts Point By: _____ Date: _____	City of Issaquah By: _____ Date: _____	City of Kenmore By: _____ Date: _____
City of Kirkland By: _____ Date: _____	City of Medina By: _____ Date: _____	City of Mercer Island By: _____ Date: _____
City of Newcastle By: _____ Date: _____	City of North Bend By: _____ Date: _____	City of Redmond By: _____ Date: _____
City of Renton By: _____ Date: _____	City of Sammamish By: _____ Date: _____	City of Snoqualmie By: _____ Date: _____
City of Woodinville By: _____ Date: _____	City of Yarrow Point By: _____ Date: _____	
Community Transit By: _____ Date: _____	Eastside Transportation Association By: _____ Date: _____	Eastside Transportation Choices Coalition By: _____ Date: _____
King County By: _____ Date: _____	Port of Seattle By: _____ Date: _____	Puget Sound Regional Council By: _____ Date: _____
Snohomish County By: _____ Date: _____	Sound Transit By: _____ Date: _____	Transportation Improvement Board By: _____ Date: _____
Washington State Department of Transportation By: _____ Date: _____	Washington State Transportation Commission By: _____ Date: _____	

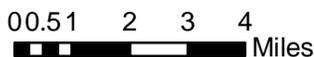
Exhibit A (map of subarea) attached

Exhibit A



East King County Subarea 2008 Eastside Transportation Partnership (ETP)

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



-  East King Subarea
-  SCATBD and ETP
-  SeaShore and ETP
-  ETP Boundary
-  Cedar River
-  Roads



CITY COUNCIL AGENDA BILL

Subject:

Contract Western Display Fireworks for 4th on the Plateau 2009

Meeting Date: January 20, 2009

Date Submitted: January 14, 2009

Originating Department: Administrative Services

Action Required:

Approval of Contract Western Display Fireworks for 4th on the Plateau 2009

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Exhibits:

1. Contract with Western Display Fireworks for 4th on the Plateau 2009

Budgeted Amount: \$25,000

Summary Statement:

This is a contract with Western Display Fireworks to produce the fireworks show at the City's annual "4th on the Plateau" celebration.

Background:

2009 will be the City's 3rd annual "4th on the Plateau" celebration. This community event has attracted over 10,000 participants each year and is largely funded by donations, vendor fees, and sponsorships.

Western Display has agreed to provide the same quality of show in 2009 as in 2008 with no price increase.

Financial Impact:

\$25,000

Recommended Motion:

Move to approve the contract for \$25,000 with Western Display Fireworks.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Western Display Fireworks, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$25,000. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through December 31, 2009.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

6. **Professional Liability insurance appropriate to the Consultant's profession**

See Exhibit A

7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.

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

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

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: 

DATE: 1/5/09

Title (if applicable): _____

Social Security No. or Tax Identification No. _____

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Exhibit 1

Attest/Authenticated:

City Clerk

Approved as to form:

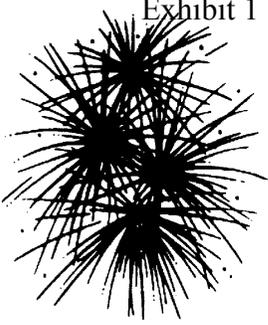
City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

See PDF attached to email



WESTERN
DISPLAY
FIREWORKS, LTD

December 5, 2008

Mr. Mike Sauerwein
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

Dear Mike,

Western Display Fireworks is pleased to present our proposal for your **2009 Sammamish 4th of the Plateau** fireworks celebration!

The proposal lists all pyrotechnic effects by name, number and size. We will provide a professionally trained licensed pyrotechnician and crew to deliver and fire your display. The show will be preloaded and completely set up prior to show time providing the maximum in safety and presentation. Your show, as written, will be packed by December 31, 2008. The permitting process will begin in January 2009. Please review the enclosed program and call us if you should have any questions.

Our third generation family owned business is the oldest incorporated display fireworks company in the state of Washington. We thank you once again for your past and present business and your confidence that Western will provide a safe and spectacular fireworks display for your special event!

Sincerely,

Robert Gobet, President
Western Display Fireworks, Ltd.

Norm Rose
Marketing and Sales

PO BOX 932
CANBY, OR 97013

800-628-6529
503-656-1999 office
503-656-6628 fax
info@westerndisplay.com
www.westerndisplay.com



WESTERN DISPLAY FIREWORKS PROPOSAL 2009

PO BOX 932
CANBY, OR 97013
PHONE (800) 628-6529
(503) 656-1999
FAX (503) 656-6628

PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

PN 99732
Page 1

QUANTITY	SHELL SIZE	DESCRIPTION
*** ***** SHOW OPENER ***** ***		
1	BOX (ES) OF	25-3" LMN-BL&GRN STR-SPNG&BL CR PLM
1	BOX (ES) OF	25-3" WHT FLTR SPDR&ORNG-PRP WHT ST

1	SET (S) OF	10-3" ORANGE-PURPLE-WHITE STROBE
1	SET (S) OF	10-3" TURQ-BL VIOLET-SLVR PALM W/TL
1	SET (S) OF	10-3" LEMN-GLTR PLM-FUCSH-PRPL CR S
1	SET (S) OF	10-3" MULTI COLOR GLITTR W/TAIL SET
*** ***** 3 INCH SHELLS ***** ***		
3	3 "	RED, BLUE & WHITE SPANGLE W/TAIL
3	3 "	WHITE PEONY W/CRACKLING PISTIL & TL
3	3 "	GOLD PEONY W/CRACKLING PISTIL & TL
3	3 "	HALF RED & HALF BLUE PEONY
3	3 "	ORANGE PEONY-WHITE STROBE W/SLVR TL
3	3 "	ORANGE-PURPLE-WHITE STRB W/SLVR TL
2	3"/3"	ORANGE-PURPLE-WHITE/LEMON-CRACKLING
3	3 "	LEMON PEONY W/BLUE PISTIL W/TAIL
3	3 "	LEMON PEONY W/CRACKLING PALM & TAIL
3	3 "	BLUE-FUCHSIA PEONY W/TAIL
3	3 "	MAGENTA PEONY
3	3 "	TURQUOISE PEONY
3	3 "	LIME GREEN PEONY W/TAIL
2	3"/3"	RED SHNY PEONY/SLVR WAVE-CRKLNG SPD
3	3 "	BLUE VIOLET SHINY PEONY W/TAIL
3	3 "	VARIEGATED SHINY PEONY W/TAIL
3	3 "	PURPLE TO LEMON W/RED TAIL
3	3 "	BLUE RING W/RED PISTIL
3	3 "	TWINKLING KAMURO RING W/PURPLE PSTL
3	3 "	PINK AND GLITTER PALM CORE
3	3 "	PURPLE MAGIC PEONY W/TAIL
2	3"/3"	PRP MAGIC PNY/RED CRKLNG TAIL-SPNGL
3	3 "	ORANGE MAGIC PEONY
3	3 "	FUCHSIA SHINY MAGIC PEONY W/TAIL
3	3 "	SILVER COCONUT W/SILVER TAIL
2	3"/3"	SILVER COCONUT/BLUE WAVE-CRK SPIDER
3	3 "	GLITTER COCONUT W/TAIL
2	3"/3"	GLTR COCONUT/GREEN STRB FLTR & BLUE
3	3 "	CRACKLING COCONUT W/TAIL
3	3 "	GOLD PALM TREE W/TAIL

Continued

WESTERN INTERNATIONAL FIREWORKSPROPOSAL for: **SAMMAMISH - 4TH ON THE PLATEAU** on: **07/04/09**

PN 99732

Page 2

QUANTITY	SHELL SIZE	DESCRIPTION
2	3"/3"	SILVER PALM/MAGENTA W/TWINKLING PST
3	3 "	BLUE & CRACKLING PALM W/RED TAIL
3	3 "	GOLD STROBE-CRACKLING W/GREEN PISTL
3	3 "	SPANGLE CHRYS W/STROBE & TAIL
3	3 "	SPANGLE CHRYS W/VARIEGATED PISTIL
3	3 "	GOLD FLITTER W/GREEN PALM CORE
3	3 "	WHITE TWINKLING W/RED PALM & TAIL
3	3 "	GOLD FLITTER W/RED PALM CORE & TAIL
3	3 "	SPANGLE CHRYS & BLUE W/SILVER TAIL
2	3 "	SILVER WAVE TO CRACKLING SPIDER
3	3 "	BLUE WAVE CRACKLING SPIDER
2	3 "	GREEN WAVE CRACKLING SPIDER
3	3 "	SUPER RWB TAIL SPIDER
3	3 "	SUPER GOLD FLITTER SPIDER
2	3 "	WHITE STROBE FLITTER
2	3 "	GREEN STROBE FLITTER
2	3 "	WHITE STROBE FLITTER & MAGIC PINK
3	3 "	GREEN STROBE FLITTER & BLUE
2	3 "	GREEN STROBE FLITTER & SPANGLE W/TL
2	3"/3"	WHITE STRB FLITR-TURQ/FUCHSIA PEONY
2	3 "	GREEN TO FUCHSIA MAGIC PEONY
3	3 "	ORANGE TO POPPING FLOWER W/TAIL
3	3 "	RED STROBE
2	3 "	GOLD STROBE-GREEN&BLUE PEONY W/GR T
2	3"/3"	TI SALUTE/RWB GOLD FLITTER SPIDER
2	3"/3"	TI SALUTE/RED-BLUE-WHT & BLUE SPNGL
3	3 "	PURPLE STROBE W/TAIL
2	3 "	CRYSTAL CASCADE - RED
2	3 "	DISCO STROBE
3	3 "	WHITE STROBE & RED W/SILVER TAIL
3	3 "	PURPLE & SPANGLE
3	3 "	BLUE CHRYS & GLITTER PALM CORE
3	3 "	RED CHRYS & GLITTER PALM CORE W/TL
3	3 "	VARIEGATED PEONY W/GLITTER PALM W/T
2	3"/3"	RED CRKLNGBLUE/BLUE CRKLNGBLUE SILVER
3	3 "	BLUE WAVE CRACKLING SPIDER
3	3 "	GREEN WAVE CRACKLING SPIDER
3	3 "	SUPER RWB TAIL SPIDER
3	3 "	SUPER GOLD FLITTER SPIDER
3	3 "	SUPER GOLD FLITTER W/ BLUE & TAIL
3	3 "	WHITE STROBE FLITTER
3	3 "	GREEN STROBE FLITTER
3	3 "	PINK AND GLITTER PALM CORE
3	3 "	PURPLE MAGIC PEONY W/TAIL
2	3"/3"	PRP MAGIC PNY/RED CRKLNGBLUE TAIL-SPNGL
3	3 "	ORANGE MAGIC PEONY
3	3 "	FUCHSIA SHINY MAGIC PEONY W/TAIL
3	3 "	SILVER COCONUT W/SILVER TAIL
2	3"/3"	SILVER COCONUT/BLUE WAVE-CRK SPIDER
3	3 "	GLITTER COCONUT W/TAIL

Continued

WESTERN INTERNATIONAL FIREWORKS

PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

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Page 3

QUANTITY	SHELL SIZE	DESCRIPTION
2	3 "	CRACKLING COCONUT W/TAIL
3	3 "	GOLD PALM TREE W/TAIL
2	3 "/3 "	SILVER PALM/MAGENTA W/TWINKLING PST
3	3 "	BLUE & CRACKLING PALM W/RED TAIL
3	3 "	GOLD STROBE-CRACKLING W/GREEN PISTL
3	3 "	SPANGLE CHRYS W/STROBE & TAIL
2	3 "	SPANGLE CHRYS W/VARIEGATED PISTIL
2	3 "	GOLD FLITTER W/GREEN PALM CORE
3	3 "	GOLD FLITTER W/RED PALM CORE & TAIL
2	3 "	RED & SPANGLE W/TAIL
3	3 "	PURPLE & SPANGLE
3	3 "	BLUE CHRYS & GLITTER PALM CORE
2	3 "	RED CHRYS & GLITTER PALM CORE W/TL
3	3 "	VARIEGATED PEONY W/GLITTER PALM W/T
2	3 "/3 "	RED CRKLNGBLUE/BLUE CRKLNGBLUE-SILVER
2	3 "	LEMON PEONY W/CRACKLING PALM & TAIL
3	3 "	BLUE-FUCHSIA PEONY W/TAIL
3	3 "	MAGENTA PEONY
3	3 "	TURQUOISE PEONY
3	3 "	LIME GREEN PEONY W/TAIL
2	3 "/3 "	RED SHNY PEONY/SLVR WAVE-CRKLNG SPD
3	3 "	BLUE VIOLET SHINY PEONY W/TAIL
2	3 "	VARIEGATED SHINY PEONY W/TAIL
3	3 "	PURPLE TO LEMON W/RED TAIL
3	3 "	BLUE RING W/RED PISTIL
2	3 "	TWINKLING KAMURO RING W/PURPLE PSTL
3	3 "	WHITE STROBE FLITTER & MAGIC PINK
3	3 "	WHITE STROBE FLITTER & VARIEGATED
3	3 "	GREEN STROBE FLITTER & BLUE
3	3 "	GREEN STROBE FLITTER & SPANGLE W/TL
2	3 "/3 "	WHITE STRB FLITR-TURQ/FUCHSIA PEONY
3	3 "	RED MAGIC PEONY
3	3 "	ORANGE TO POPPING FLOWER W/TAIL
3	3 "	RED STROBE
2	3 "	RED, BLUE & WHITE SPANGLE W/TAIL
3	3 "	GOLD STROBE-GREEN&BLUE PEONY W/GR T
2	3 "	WHITE PEONY W/CRACKLING PISTIL & TL
3	3 "	GOLD PEONY W/CRACKLING PISTIL & TL
3	3 "	HALF RED & HALF BLUE PEONY
2	3 "	ORANGE PEONY-WHITE STROBE W/SLVR TL
3	3 "	ORANGE-PURPLE-WHITE STRB W/SLVR TL
2	3 "/3 "	ORANGE-PURPLE-WHITE/LEMON-CRACKLING
3	3 "	LEMON PEONY W/BLUE PISTIL W/TAIL
2	3 "/3 "	TI SALUTE/VARIEGATED SHINY PEONY
2	3 "/3 "	TI SALUTE/RWB GOLD FLITTER SPIDER
3	3 "/3 "	TI SALUTE/RED-BLUE-WHT & BLUE SPNGL
3	3 "	PURPLE STROBE W/TAIL
3	3 "	DISCO STROBE
3	3 "	WHITE STROBE & RED W/SILVER TAIL
3	3 "	WHITE STROBE & TURQUOISE

Continued

WESTERN INTERNATIONAL FIREWORKS
PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

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Page 4

QUANTITY	SHELL	SIZE	DESCRIPTION
3	3	"	RED GLITTER
3	3	"	GREEN GLITTER
3	3	"	GOLD GLITTER
3	3	"	SILVER GLITTER
3	3	"	BLUE GLITTER
3	3	"	VARIEGATED GLITTER
3	3	"	RED, WHITE & BLUE GLITTER
3	3	"	PURPLE GLITTER W/PALM CORE
3	3	"	RED TAIL THUNDER & BLUE STARS
3	3	"	RED TAIL THUNDER & BROCADE
3	3	"	RED TAIL THUNDER & TWLGHT GLTR COMET
3	3	"	GREEN TAIL THUNDER & YELLOW STARS
3	3	"	GREEN TAIL THUNDER & PURPLE STARS
3	3	"	GREEN TAIL THUNDER & BLUE STARS
3	3	"	ASST COLOR THUNDER & WHITE STROBE
3	3	"	ASST COLOR THUNDER & MULTI COLOR
3	3	"	2 BREAK-MULTI COLOR & HEAVY REPORT
3	3	"	2 BREAK-BROCADE TO HEAVY REPORT
3	3	"	TOURBILLION W/REPORT & RED STARS
3	3	"	TOURBILLION W/REPORT & GREEN STARS
3	3	"	TOURBILLION W/REPORT & BLUE STARS
3	3	"	TOURBILLION W/REPORT & MULTI COLOR
3	3	"	TOURBILLION & RED STARS
3	3	"	TOURBILLION & MULTI COLOR
3	3	"	TOURBILLION & SILVER CROSSETTE
3	3	"	TOURBILLION & MULTICOLOR 1000 FLWRS
3	3	"	SILVER TWISTER & RED STARS
3	3	"	SILVER TWISTER & PURPLE STARS
3	3	"	SILVER TWISTER & BLUE STARS
3	3	"	SILVER WASP & GOLD-GLITTER COMET
3	3	"	SILVER TWISTER & CRKLN 1000 FLOWRS
3	3	"	SILVER WASP & PALM CRACKLING COMET
3	3	"	DIAMOND SCREAMER & RED STARS
3	3	"	DIAMOND SCREAMER & PURPLE STARS
3	3	"	DIAMOND SCREAMER & BLUE STARS
3	3	"	DIAMOND SCREAMER & MULTI COLOR
3	3	"	DIAMOND SCREAMER & CRACKLING
3	3	"	DIAMOND SCREAMER & GOLD GLITTER COM
3	3	"	DIAMOND SCREAMER & BROCADE 1000 FLW
3	3	"	GOLDEN WHIRL & SILVER CASCADE
3	3	"	GOLDEN WHIRL & GREEN GO GETTERS
3	3	"	GOLDEN WHIRL & PURPLE CROSSETTE
3	3	"	GOLDEN WHIRL & CRACKLING 1000 FLWRS
3	3	"	GOLDEN WHIRL W/REPORT & WHITE STRB
3	3	"	GOLDEN WHIRL W/REPORT & BLUE STARS
3	3	"	GOLDEN WHIRL W/REPORT & MULTI COLOR
3	3	"	SILVER WHIRL & BLUE STARS
3	3	"	SILVER WHIRL W/REPORT & RED STARS
3	3	"	SILVER WHIRL W/REPORT & MULTI COLOR
3	3	"	COSMIC RAIN PEONY

Continued

WESTERN INTERNATIONAL FIREWORKS

PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

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Page 5

QUANTITY	SHELL	SIZE	DESCRIPTION
3	3	"	ALL CRACKLE PEONY
3	3	"	SAPPHIRE BLUE & TWILIGHT GLITTER
3	3	"	GRASSHOPPER GREEN & GOLD GLITTER
3	3	"	WHITE TO CRACKLE
3	3	"	TWILIGHT GLITTER & RUBY RED
3	3	"	GOLDEN RAIN TO CRACKLE
3	3	"	WHITE STROBE & SAPPHIRE BLUE
3	3	"	CRYSTAL CASCADE (GREEN)
3	3	"	CRYSTAL CASCADE (YELLOW)
3	3	"	GRASSHOPPER GREEN & CRYSTAL CASCADE
3	3	"	SAPPHIRE BLUE CASCADE
3	3	"	TWICE CRACKLING RAIN
3	3	"	RED CRACKLING RAIN
3	3	"	AQUA PEONY W/ ORANGE PISTIL
3	3	"	SILVER CASCADE W/PURPLE PISTIL
3	3	"	CORAL YELLOW & GRASSHOPPER GREEN
2	3	"	SILVER CROWN WILLOW
2	3	"	GOLD CROWN WILLOW
3	3	"	CLUSTER OF SILVER BEES & CRACKLING
3	3	"	PALM TREE W/SILVER TAIL&RED PISTIL
2	3	"	TYPHOON PALM W/CRACKLING TAIL
3	3	"	GREEN RING
2	3	"	SILVER RING
3	3	"	BLUE RING
2	3	"	TWICE CRACKLING RAIN W/RED DBL RING
3	3	"	BUTTERFLY W/SILVER TAIL
3	3	"	BOWTIE
3	3	"	RAINBOW
2	3	"	PIXIE DUST WILLOW
2	3	"	PIXIE DUST WILLOW W/CRACKLING PISTL
3	3	"	MIDNIGHT SNOW W/GREEN PISTIL
2	3	"	HALF PURPLE & HALF GREEN PEONY
2	3	"	HALF GREEN & HALF SILVER PEONY
3	3	"	BLUE TO RED PEONY
3	3	"	RED CHRYSANTHEMUM
3	3	"	BLUE CHRYSANTHEMUM
3	3	"	PURPLE CHRYSANTHEMUM
3	3	"	FLOWER WAVE W/RED PISTIL
3	3	"	SILVER BROCADE CROWN TO BLUE
3	3	"	GOLD TWINKLING CHRYSANTHEMUM
3	3	"	BROCADE CROWN CHRYS TO RED
3	3	"	DRAGON EGGS
2	3	"	BLUE TO CRACKLING RAIN
3	3	"	MULTI COLOR CRACKLING
3	3	"	PURPLE & RED CRACKLING

*** ** MID SHOW FLIGHTS ** **

1 SET(S) OF 10-3" ORANGE PEONY & AQUA PEONY
 1 SET(S) OF 10-3" BLUE VLT-LIME GRN-TI SAL W/TL

Continued

WESTERN INTERNATIONAL FIREWORKS

PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

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Page 6

QUANTITY	SHELL SIZE	DESCRIPTION
2	SET (S) OF	10-3" GLD KAM-CRK COCNT-DISCO STRB
2	SET (S) OF	10-3" AQUA&SPANGLE-RED SHINY PEONY
1	SET (S) OF	10-3" RED & BLUE CHRY W/TI REPORTS
2	SET (S) OF	10-3" GLITTER COCONUT W/GLITTR TAIL
1	SET (S) OF	10-3" BLUE-SPNGL&PRPL-GRN MAGIC PNY
1	SET (S) OF	10-3" GRN STR&SPNGL-LMN CRK-TI SALT
2	SET (S) OF	10-3" GOLD STROBE-GREEN&BLUE PEONY
1	SET (S) OF	10-3" MAGENTA/GREEN CRKLNGL FLWR &TL
1	SET (S) OF	10-3"/3" VAR SHNY PNY/GLD STRB CRKL

*** ***** 3" BOXES ***** ***

*** ***** MID SHOW VOLLEY ***** ***

*** ***** SELECTIONS ***** ***

1	BOX (ES) OF	25-3" PRPL&GLTR PALM-GLTR GRN STRB
1	BOX (ES) OF	25-3" PINK-GLTR PALM-BLUE VIOLETW/T
1	BOX (ES) OF	25-3" TWNK KAMURO-BLUE VLT-LIME W/T
1	BOX (ES) OF	25-3" VARGTD SN PEONY-RED CRACKLNG
1	BOX (ES) OF	25-3" DISCO STRB-WHT STRB FLTR W/TL
1	BOX (ES) OF	25-3" BL MAG&SPNGL-GRN CRK-SLVR PLM
2	BOX (ES) OF	25-3" VARGTD SN PEONY-GOLD PALM W/T
1	BOX (ES) OF	25-3" VAR SN-GLD PLM-GRN STRB W/TRB
1	BOX (ES) OF	25-3" GOLD FLTR W/RED-WHT-BLUE W/TL
1	BOX (ES) OF	25-3" RED-WHITE-BLUE PEONY
1	BOX (ES) OF	25-3" RED PEONY W/PURPLE PISTIL
1	BOX (ES) OF	25-3" RED PEONY W/BLUE PISTIL
2	BOX (ES) OF	25-3" PINK PEONY W/SLR PALM TREE,TL
2	BOX (ES) OF	25-3" BROCADE KAMURO W/GOLD TAIL
1	BOX (ES) OF	25-3" DRAGON EGGS W/SILVER TAIL
2	BOX (ES) OF	25-3" RED TO CRACKLING W/SILVR TAIL
1	BOX (ES) OF	25-3" BLUE TO CRACKLING W/SILVR TAIL
1	BOX (ES) OF	25-3" AQUA-ORG-PRPL & TI SALUTE W/T
1	BOX (ES) OF	25-3" GRN TWNKLG-PURPLE & TI SALUTE
1	BOX (ES) OF	25-3" GOLD TWNKLG-RED & TI SAL W/TL
1	BOX (ES) OF	25-3" GRN TWNKL-YLW-BLUE & TI SALUT
1	BOX (ES) OF	25-3" MULTI COLOR & TI SALUTE W/TL
1	BOX (ES) OF	25-3" VULCAN CELEBRATION
1	BOX (ES) OF	25-3" BROCADE GARDEN

*** ***** GRANDE FINALE ***** ***

*** ***** STAGE 1 OF FINALE ***** ***

1	BOX (ES) OF	25-3" LMN-BL&GRN STR-SPNG&BL CR PLM
1	BOX (ES) OF	25-3" YELLOW-ORANGE & TI SALUTE W/TL

*** ***** STAGE 2 OF FINALE ***** ***

1	BOX (ES) OF	25-3" TWNK KAMURO-BLUE VLT-LIME W/T
1	BOX (ES) OF	25-3" DRAGON EGGS W/SILVER TAIL

Continued

WESTERN INTERNATIONAL FIREWORKS
PROPOSAL for: SAMMAMISH - 4TH ON THE PLATEAU on: 07/04/09

QUANTITY	SHELL SIZE	DESCRIPTION
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*** **STAGE 3 OF FINALE *** **

1	BOX (ES) OF	25-3" GRN TWNKL-GLD TWNKL-TI SALUTE
1	BOX (ES) OF	25-3" BLUE CRKLN W/RED STROBE & TL
1	BOX (ES) OF	25-3" GLD CRKLN-PURPLE & TI SALUTE

*** **STAGE 4 OF FINALE *** **

*** **PRE FUSED GRANDE FINALE** **

1	SET (S) OF	10-3"/3" GOLD STRB CRCKG/GREEN STRB
1	SET (S) OF	10-3" TURQ-BL VIOLET-SLVR PALM W/TL
1	SET (S) OF	10-3"/3" BLUE-LEMON/PURPLE-LEMON
1	SET (S) OF	10-3" TITANIUM SALUTES W/GLITTER TL
1	SET (S) OF	10-3"/3" BL-CRK SPDR/PRP CRK DAHLIA
1	SET (S) OF	10-3" GRN STR&SPNGL-LMN CRK-TI SALT
1	SET (S) OF	10-3"/3" WHITE STRB FLTR/FUCHSIA

*** **MISCELLANEOUS*SUPPLIES** **

350

SQUIBS (3M)

Order Subtotal	22935.78
WA Sales Tax 9.000	2064.22
<u>SHOW TOTAL \$</u>	<u>25000.00</u>

The Sky is the Limit



Few forms of entertainment can match the **POWER, BEAUTY** and **EXCITEMENT** of a firework display. It is a spectacle that is universally loved, drawing big crowds across demographic lines.

SPONSOR IDENTIFICATION

The scale, visibility and sponsor identification possibilities are unequaled in the world of show business. Not just viewed by crowds at the event site, fireworks can be seen for miles. They are a unique, massive theatre entertaining thousands.

A GIFT TO THE COMMUNITY

Because fireworks are wholesome, exciting, highly visible and usually free to the public, firework displays possess a unique ability to create positive sponsor identification. The entertainment is often seen as a gift to the community, rather than a promotion or paid advertisement. The firework display has a way of evoking positive feelings about the sponsor firm that can lead to strong brand loyalty for products or services.

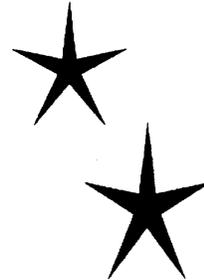
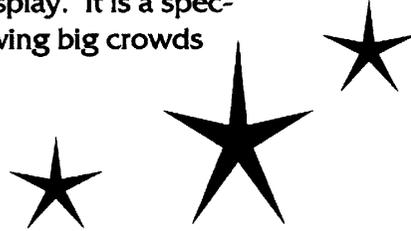


CROWDS STAY LONGER

Fireworks not only boost event attendance, but also encourage visitors to stay longer.



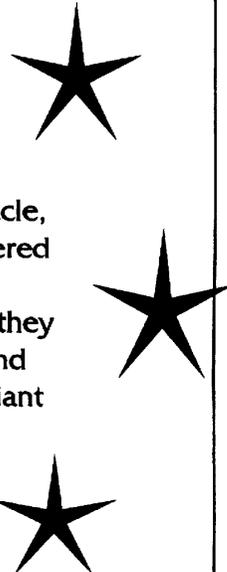
For this reason, they have become a popular addition to festivals and celebrations of all sizes. Because it is the finale of the evening, firework displays are one of the last things people see as they leave, helping them remember the event in a positive light.



Western Display Fireworks

WHY FIREWORKS?

Few experiences can get your pulse racing and your senses reacting like a spectacular display of fireworks. Whether for a private party or a major national event, pyrotechnics adds excitement, sound and spectacle, making the event memorable, one certain to be enjoyed and remembered by all. Breathtaking firework displays have been an ingredient to celebrations for hundreds of years. They are more popular today than they have ever been. Why have they stood the test of time so well? Mankind has been fascinated by fire since its discovery. Fireworks combine brilliant colored visual effects with sound to create a feeling that produces an "all sensory experience". More spectacular than mere light and laser shows, fireworks will always attract and enthrall any audience.



OUR EXPERIENCE.

Western Display Fireworks has been providing spectacular firework displays throughout the Northwest for over 55 years. It is this experience, coupled with our commitment to provide the latest developments in fireworks technology that have made us the largest aerial display fireworks company in the Pacific Northwest. Every year our list of valued customers continues to grow. Our goal is to build long-term relationships with our clients by offering the very best in fireworks entertainment in a safe manner, and expand our business without changing the family business that has made us so successful.



FEEL THE THUNDER!!!!

Leaders in the Industry



There is a reason why Western Display Fireworks is successful. We have the best product available, we design shows for the intended audience, our crews are the best in the business, we have the latest and most current electronic firing equipment and we treat our customers like we would like to be treated.



We deal directly with the importation of fireworks suppliers from the United States and around the world. We test the various fireworks that are needed to enhance and create more dramatic displays. This guarantees the reliability Western Display Fireworks requires and assists us in building an extensive distinct inventory. We have no middleman and we are a locally owned and operated business that performs the most dramatic displays.



Western firework displays are custom designed for your specific audience or event. By creatively utilizing pyrotechnics from our extensive line of over 3,000 products, Western develops dramatic and breathtaking visual effects.

Western uses only the highest quality pyrotechnic products, many from the company that has placed consistently in the world pyrotechnics championship the past three years. Other shells come from top manufacturers in the United States, Japan, China, Australia and France and are designed to produce effects not seen in most commercial fireworks displays. You and your audience will quickly see the difference between these products and the lower grade shells used in other displays.



In the fireworks business, technology moves ahead constantly. Cutting edge computer technology and computer firing achieves dramatic effects and keeps Western fresh and exciting. By using sophisticated tools and equipment, we are able to produce dramatic effects and assure pinpoint synchronization and reliability.

Reasons for our Success

THE FINEST QUALITY PRODUCTS

We offer the best quality fireworks from the U.S. and around the world. Our vast inventory of superior grade shells guarantees each burst will be unique and spectacular.

TRAINED & LICENSED PYROTECHNICIANS

It is not only the quality of the fireworks that make a show great, but also the skill and experience of the pyrotechnicians. The thorough training of our technicians ensures a beautiful and safely executed display.

DEPENDABLE INSURANCE & TRANSPORTATION

Our company offers display liability insurance underwritten by a Triple-A rated company. We are also in compliance with all the recent Department of Transportation regulations that govern the transportation of explosives.



SAFETY IS OUR FIRST PRIORITY

No firework display is important enough to risk an injury when conditions are unsafe and nothing puts a damper on an event like an accident. We closely evaluate each site and situation and follow strict safety procedures to provide the safest and most entertaining show available.

CUSTOM DESIGNED DISPLAYS

Our pyrotechnic artists custom tailor each display to meet your specific needs and goals. This showcases the beauty of each shell and ensures your display will be unequalled. We also design grand finales, show openers and special effects that add to the drama and impact of your event.

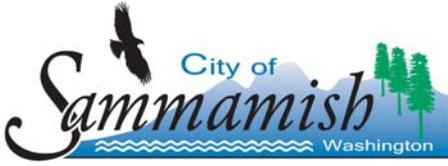
COMMITMENT TO CUSTOMER SATISFACTION

No two clients are the same and we take the time to evaluate each customer's needs and discuss their expectations. This information is then used to create a program that will not only meet those needs but exceed their expectations!

Western Provides

- ◇ The most extensive variety and the best quality of pyrotechnic products available
- ◇ Complete list of pyrotechnic products in your display, each item described and guaranteed in your display.
- ◇ All pyrotechnic mortars and firing equipment.
- ◇ Licensed pyrotechnicians, trained by our own State Certified instructor.
- ◇ On-site clean-up of firework material
- ◇ All of the necessary permits, insurance and licenses to meet all Federal, State and Local requirements.
- ◇ Service to meet your needs, answer your questions and produce your display.
- ◇ A spectacular display for the entire community to enjoy.





CITY COUNCIL AGENDA BILL

Subject:
Contract for Performance Journeys to provide
Customer Services Training

Meeting Date: January 20, 2009

Date Submitted: January 14, 2009

Originating Department: Administrative Services

Action Required:
Approval of Contract with Performance Journeys to
provide Customer Services Training

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Exhibits:
1. Contract with Performance Journeys

Budgeted Amount: \$40,000

Summary Statement:

This is a contract with Performance Journeys to provide Customer Services Training for all Full-Time City Employees.

Background:

Providing excellent customer service is one of City Staff's and the City Council's highest priorities. Performance Journeys has worked with a number of public and private organizations to develop high quality customer services programs.

Financial Impact:

\$40,000

Recommended Motion:

Move to approve the contract for \$40,000 with Performance Journeys to provide Customer Services Training.

JAN 02 2009

**CITY OF SAMMAMISH
PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)**

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Performance Journeys, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on **Exhibit "A," Part B – Additional Customer Service Workshops and Part E – Ongoing Consulting Support** attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.**
 - a. The City shall pay the Contractor for services rendered as follows: a **sum not to exceed \$6,500 per quarterly session (4 x \$6,500 = \$26,000 per year) for services outlined in Exhibit A, Part B; sum not to exceed \$2,500 per quarterly session (4 x \$2,500 = \$10,000 per year) for services outlined in Exhibit A, Part C; and a sum not to exceed \$4,000 for services outlined in Exhibit A, Part E. The dates for providing services shall be mutually agreed upon.**
 - b. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through December 31, 2009.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.
6. **Professional Liability Insurance.** Appropriate to the Consultant's profession.

7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
8. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR

By: _____

DATE: 12-28-08

Title (if applicable): PRESIDENT

Social Security No. or Tax Identification No. 20-0498268

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney



CITY COUNCIL AGENDA BILL

Subject:

East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 18th Place – Phase 1A Construction Management, Observation, and Design Support

Meeting Date: January 20, 2009

Date Submitted: January 14, 2009

Originating Department: Public Works

Clearances:**Action Required:**

Authorize the City Manager to execute a Contract Agreement with Perteet Inc. to provide Professional Services for this project.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Local Agency Standard Consultant Agreement and associated Exhibits

Budgeted Amount: \$15,866,500 in the adopted 2009-2010 project budget (Transportation Capital Improvement Fund and and Surface Water Capital Fund)

Summary Statement:

The Public Works Department is seeking the services of Perteet to provide construction management, construction observation, and construction design support for the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 18th Place roadway improvement project.

The Federal Funding included with this project requires extensive construction documentation and reporting. The Public Works department does not have the resources or expertise to perform this required work. Federal Funding requirements also specify the use of the Washington State Department of Transportation Local Agency Standard Consultant Agreement in place of the City's standard Contract Agreement.

Background:

The project provides for the widening of East Lake Sammamish Parkway NE (ELSP) from the NE Inglewood Hill Road intersection to just north of NE 18th Place. The roadway will be widened to three lanes with either a center turn lane or raised median, bike lanes, curb and gutter, and a sidewalk on the east side. Retaining walls, native landscaping and enhanced stormwater treatment facilities are integrated into the roadway improvements as well as a reconfiguration of the NE Inglewood Hill Road signalized intersection. Roadway illumination will be provided at street intersections and crosswalks.

This Contract Agreement covers the following tasks:

- Work Element 1: Project Planning & Management
- Work Element 2: Construction Administration
- Work Element 3: Construction Observation
- Work Element 4: Earthwork Observation & Material Testing
- Work Element 5: Structural Review & Assistance
- Work Element 6: Landscape Review & Assistance
- Work Element 7: Public Outreach & Media Relations
- Work Element 8: On-Call Construction Design Support
- Work Element 9: Wetland Mitigation Observation & Assistance

(Additional project background is included in the ELSP Construction Authorization agenda bill also that was included in the December 16 agenda.)

Financial Impact:

The cost of this work is included in the adopted budget for this project and is an anticipated expense for this project. The construction work will occur in 2009. A total of \$15,866,500 is included in 2009 budget for the completion of this project. Construction costs including construction management/inspection/design support and construction contingency are estimated to be approximately \$11,840,000, resulting in a budget surplus of \$4,030,000.

Recommended Motion:

Move to authorize the City Manager to execute a Contract Agreement with Perteet Inc. for an amount not to exceed \$1,518,393 for Professional Services for this project in association with the East Lake Sammamish Parkway NE: NE Inglewood Hill Road to NE 18th Place project.

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone Perteet, Inc. 2707 Colby Avenue Suite 900 Everett, WA 98201 Tel. 425/252-7700 Fax. 425/339-6018
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	
Agreement Number	Project Title And Work Description East Lake Sammamish Parkway Improvements NE Inglewood Hill Road to 18th Place Construction Observation and Construction Administration Services
Federal Aid Number	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-1505037 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date 60 Days Following Substantial Completion of Project
	Total Amount Authorized \$ <u>1,418,393</u> Management Reserve Fund \$ <u>100,000</u> Maximum Amount Payable \$ <u>1,518,393</u>

Index of Exhibits

- Exhibit "A" – Scope of Work
- Exhibit "B" – DBE Participation – not applicable
- Exhibit "C" – Electronic Exchange of Engineering and Other Data
- Exhibit "D" – Payment (by Agreement Type)
- Exhibit "E" – Consultant Fee Determination
- Exhibit "F" – Consultant Hourly Rate Sheet
- Exhibit "G" – Subcontract Work/Fee Determination
- Exhibit "H" – Title VI Assurances
- Exhibit "I" – Payment Upon Termination of Agreement
- Exhibit "J" – Alleged Consultant Design Error Procedures
- Exhibit "K" – Consultant Claim Procedures
- Exhibit "L" – Liability Insurance Increase – not applicable
- Exhibit "M" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Sammamish, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistant of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meeting requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A".

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assigned contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C".

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, suppliers, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown in Exhibit "G".

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner, as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

Exhibit 1

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contracts, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

Exhibit 1

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, of disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right to appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

Exhibit 1

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) The AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the Stage Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

Exhibit 1

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive, and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions and the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

Exhibit 1

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant PERTEET, INC. Agency CITY OF SAMMAMISH

EXHIBIT A Scope of Services

City of Sammamish East Lake Sammamish Parkway Improvements NE Inglewood Hill Road to 18th Place Construction Observation & Administration Services

INTRODUCTION

This project involves the arterial improvements to East Lake Sammamish Parkway project from NE Inglewood Hill Rd to approximately NE 18th Place.

Final plans and contract documents have been completed for the improvements. A preliminary construction critical path schedule was prepared during the design phase indicating that the project will require a 180 working day construction schedule.

Perteet Inc. (Consultant) will provide construction observation and administration services for the City of Sammamish (The City).

Consultant will endeavor to protect the City of Sammamish against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences, procedures for safety precautions and programs in connection with the work.

GENERAL SCOPE OF SERVICES

This agreement includes professional services to provide construction observation and administration services for the East Lake Sammamish Parkway Improvements project.

Provided below is a description of services to be provided by Perteet, Inc. and subconsultants for the Construction Management services for the East lake Sammamish Parkway project.

Federal funds will be used in the construction of the project. Accordingly, the procedures outlined in the WSDOT Local Agency Guidelines (LAG manual) will be used during this project. The following is a description of services to be provided by Perteet, Inc. (PI) and subconsultants, including AECOM (formerly DMJM), Hough, Beck and Baird (HBB), GeoEngineers, HWA Geosciences (HWA), and Shannon & Wilson.

Construction Observation & Administration Services

This scope of work describes the Work Elements to be accomplished by the CONSULTANT as summarized under each work element. This scope consists of the following work elements.

WORK ELEMENT 1: PROJECT PLANNING & MANAGEMENT

WORK ELEMENT 2: CONSTRUCTION ADMINISTRATION

WORK ELEMENT 3: CONSTRUCTION OBSERVATION

WORK ELEMENT 4: EARTHWORK OBSERVATION & MATERIAL TESTING

WORK ELEMENT 5: STRUCTURAL REVIEW & ASSISTANCE

WORK ELEMENT 6: LANDSCAPE REVIEW & ASSISTANCE

WORK ELEMENT 7: PUBLIC OUTREACH & MEDIA RELATIONS

WORK ELEMENT 8: ON-CALL CONSTRUCTION DESIGN SUPPORT

**WORK ELEMENT 9: WETLAND MITIGATION OBSERVATION &
ASSISTANCE**

SCOPE OF SERVICES DEFINED

Construction Observation & Administration Services

The scope of services by the Consultant for the federally funded East Lake Sammamish Parkway Improvements project is summarized below. These services will include project management, contract administration, meetings and correspondence, review of submittals and field survey work for the City as required for the construction of the project, as detailed below.

General Assumptions

- The attached budget for the services detailed below is based on the services of full-time construction observation and administration based on a 180 working day schedule, working up to 6-days a week and up to 10 hour a day (60-hour work weeks).
- Construction survey is provided by the Contractor per the Contract Provisions. The Consultant's survey crew will provide any necessary survey checks or initial staking per the Contract Provisions and as directed by the Resident Engineer (RE).
- The Contractor will provide a field office for the Construction Management team as specified in the Contract Documents.
- Construction documentation will be prepared using WSDOT forms from the Local Agency Guidelines (LAG) manual in anticipation of a post-project audit by WSDOT; Perteet will facilitate the post-project WSDOT audit if conducted by WSDOT.
- The project is a Federally Aided project that includes DBE & Training requirements. Record keeping will be as required for Certified Agency (CA) compliance for Federally Funded Projects.
- The level of effort for each task is limited to the amount of labor and expenses indicated in the attached budget. Additional effort beyond these limits will be considered Extra Work.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant team's control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required and unforeseen conditions at the site. Allowance for multiple submittals due to unacceptable quality of the submittals is not included in the Labor Hours estimate.

1. PROJECT ADMINISTRATION & MANAGEMENT

1.1. Provide project management of the Consultant team. This will include:

- Project staff management and coordination with outside subconsultants and services
- Control of project budget and schedule
- Preparation of monthly invoices and progress reports.

- 1.2. Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.
- 1.3. Prepare a detailed work plan.
- 1.4. Close project and coordinate archiving of project material.

2. CONSTRUCTION ADMINISTRATION

- 2.1. Project File/Records, Training, Schedule Review, and Management Setup
- 2.2. Organize and facilitate the project Preconstruction Conference and coordinate meeting facility and meeting date with the City. The Consultant will prepare the meeting agenda and meeting notes and distribute PDF copies of meeting minutes to all attendees within 2 days. The Consultant will also prepare and distribute required forms for the project's federal aid.
- 2.3. Process and Review Submittals. Receive and log all Construction Contractor submittals. Maintain a submittal tracking system to assure timely responses and minimize potential delays. Transmit submittals to Perteet office staff and City for review. Return submittals to the Construction Contractor upon completion of the review process. Maintain submittals files. In addition to the submittal process, provide initial overview evaluation and screening of submittals, prior to transmitting to City for review, in order to confirm whether submittals are generally complete and appear to be generally acceptable.
- 2.4. Interpretation of Contract Documents. Receive and log all requests for information (RFIs) from the Construction Contractor. Transmit to Perteet and City for responses regarding design details. Return to the Construction Contractor upon completion of review within 24 hours if designer input is not needed and within 48 hours if designer input is needed. Coordinate evaluation and approval of significant design deviations. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
- 2.5. Perteet will review all Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Directives as required. Up to forty (30) change orders or work directives are included in the budget.
- 2.6. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Construction Contractor, prepare necessary documentation of material substitutions.
- 2.7. Coordinate City staff, assistants and contracted testing sub-contractors for construction observation/testing services.

- 2.8.** Progress Payment Requests. Review Construction Contractor's monthly progress payment requests and submit to the City for approval and payment. Maintain a weekly-updated "cost-to-complete" log for City review.
- 2.9.** Weekly meetings. Prepare weekly project meeting agendas and conduct regularly scheduled meetings with the Construction Contractor to review the progress of the work and identify and address field problems as they occur. Record reports of any significant concerns and problems and forward to the Perteet design team and City. Prepare meeting minutes, and distribute PDF copies of minutes to attendees within 2 days. Review and comment on Contractor provided task/outstanding issues list on a weekly basis.
- 2.10.** Construction Contractor Claims or Protests. Monitor the project for potential claims or protests by the Construction Contractor. Advise Perteet design team and City of potential claims. Maintain separate files for potential claims.
- 2.11.** Monitor Construction Contractor Construction Schedule. Monitor Construction Contractor's compliance with construction schedule based upon monthly CPM updates submitted by the Construction Contractor. Assist Perteet design team and City in verification, documentation, and/or negotiation of time extensions requested by the Construction Contractor. Evaluate potential schedule impacts of all change order work.
- 2.12.** Provide Material Documentation as follows:
 - 2.12.a.** Contractor Submitted request for approval of material sources and Qualified Products List (QPL) Data Sheets to determine compliance with WSDOT Record of Materials
 - 2.12.b.** Maintain files for individual bid item compliance for material documentations.
- 2.13.** Monitor subcontractor DBE requirements to verify DBE goals are being met. Coordinate quarterly reporting of DBE goals to Local Programs.
- 2.14.** Contractor Training Program will be monitored on a monthly basis to ensure that the Contractor is following proper training procedures established under federal guidelines.
- 2.15.** Track and Maintain File for Force Account Work as follows:
 - 2.15.a.** Record and maintain file of Contractor supplied labor and equipment time.
 - 2.15.b.** Calculate force account work based on WSDOT/AGC Blue Book Rental Agreement or equivalent means for determination of rates.
- 2.16.** Maintain files. Maintain orderly electronic records and files at the job site. These records and files may include, but not be limited to:
 - Daily reports
 - Preconstruction and construction progress photos and videotapes

- Updated contract documents, including drawings, addenda, proposal, general provisions, special provisions, submittals and change orders
- Test reports and material records documentation
- Transmittal records
- Record of weather and wet days
- Construction Contractor payment requests and prevailing wage certifications
- Submittal transmittal records
- Construction correspondence
- Project photographs

Standard forms will be used for records and reporting procedures. At completion of the work, and prior to final acceptance, provide the City with all completed field books, project daily reports, summary tabulations of all installed bid breakdown quantity items, all filed notes, and other job records as listed (electronic files).

2.17. Formal Acceptance, Review and Recommendation. Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work. Include review of the requests for extension of time by the Construction Contractor. Include recommendation for assessment of liquidated damages, if applicable.

2.18. Prepare documents to assure the project is administered in accordance with Federal, State, and/or funding agency requirements, including those of the Washington State Department of Ecology.

2.19. Employee Interviews. Perform employee interviews and review certified payroll for compliance.

2.20. Summary of Office Administration (Record Keeping):

Assist the City in providing documents and records of general compliance. It has been noted that this project includes federal funds. Therefore, it is assumed that record keeping will be consistent with Local Agency Guidelines. Items of work may include the following:

1. Recommend approval of Progress Schedule.
2. Recommend approval of working drawings.
3. Assist with preparation, and recommend approval of, periodic requests for payment submitted by the Construction Contractor.
4. Obtain Request to Sublet.
5. Track and submit to Local Programs Contractors quarterly reports for DBE participation.
6. Obtain and approve Request for Material Sources.

7. Maintain record of earth, gravel, concrete, and asphalt delivery tickets (if required) that are collected by the Field Representative.
8. Collect Manufacture's Certificates of Compliance.
9. Prepare any suspension letters and letters acknowledging substantial completion and final completion for City approval.
10. Prepare Notice to Proceed letter to contractor for City signature.
11. Obtain Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid.
12. Prepare any change orders for City signature.
13. Collect test reports from the materials testing lab for compliance with the information given in the contract documents.
14. Complete Manufacturer's Certificate of Compliance Checklist.
15. Track training requirements.
16. Track DBE requirements.
17. Track force account costs.

3. CONSTRUCTION OBSERVATION

Provide the services of one full-time Resident Engineer and three full-time experienced Construction Observers on the project site who will observe the technical conduct of the construction, including providing day-to-day contact with the Contractor and the City.

- 3.1.** Provide on-site observation and monitoring to observe the technical conduct and progress of the construction. The Construction Observers shall not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.
- 3.2.** Project Daily Report. Prepare daily construction reports, detailing the Construction Contractor's operations performed for each day, records decisions and observations of a general or specific nature in chronological order. Measure quantities of materials installed, log equipment and staff used, and other related items.
 - 3.2.a.** Verify in the daily report that the Contractor is working with the proper traffic control plans.
 - 3.2.b.** Document work being done on a force account basis.
 - 3.2.c.** Verify that RAMS form is in place prior to material being used on site.
- 3.3.** Coordinate Testing and Inspection. Coordinate report and log the results for field sampling, field testing, and laboratory testing of soils, aggregates and concrete to determine compliance of those materials with construction contract requirements. In

those instances where unsatisfactory test results are obtained, follow through with notification of the construction contractor and retesting of the materials after corrections are made.

- 3.4. Prepare field note records and documents to assure the project is administered in accordance with Federal, State and/or other funding agency requirements, including requirements of the Washington State Department of Ecology.
- 3.5. Progress Payment Verification. Review Construction Contractors' monthly payment requests. Collect and tabulate all quantity delivery tickets. Verify construction Contractor's estimates of completion levels. Maintain record of all quantity calculations and substantive certifications and provide copies of such record to the City.
 - 3.5.a. Ensure that Manufactures Certifications and Certifications of Materials origins are received prior to payment.
 - 3.5.b. Verify acceptance sampling and testing frequencies reflect the actual quantities used.
 - 3.5.c. Track and tabulate ticket items. As necessary collect and tabulate scaleman's daily report and scale certification.
 - 3.5.d. Track and record concrete suppliers certificate of compliance with cement certification number.
- 3.6. Photographs. Take construction photographs/video tapes and progress photographs of construction activities on a daily basis to document progress of the work and job site conditions encountered and video documentation of project prior to start of construction.
- 3.7. Final Review and Inspection. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (i.e., "Punch list"). After substantial completion of the project, verify completion of the punch list.
- 3.8. Record drawings. Review the Construction Contractor's Record Drawings on a bi-weekly basis to verify posted changes.
- 3.9. Complete initial employee interview checks.

Summary of Field Observation:

1. Provide the services of one full-time Resident Engineer and three full-time experienced Construction Observers who will observe the technical conduct of the construction.
 2. Attend weekly project site meetings with the Contractor, City staff, utilities, and others associated with the project construction.
- 4. EARTHWORK OBSERVATION AND MATERIAL TESTING – GeoEngineers and HWA (subconsultant)**
- 4.1. Provide on-call earthwork construction observation support (primarily focused on the project's wall systems).
 - 4.2. Provide material testing support during construction

4.3. Material testing frequency, effort, testing means and methods will follow 2008 Edition of WSDOT Standard Specifications and latest published edition of WSDOT Construction manual as of construction contract bid date.

4.4. Payment for these services will be made as outlined in the attached fee structure.

5. STRUCTURAL REVIEW, OBSERVATION, AND ASSISTANCE – AECOM (subconsultant)

5.1. Provide structural system submittals and shop drawings review and construction observation support during bridge construction and, if selected, soldier pile wall system. Payment for structural review, observation, and assistance services will be made as outlined in the attached fee structure

6. LANDSCAPE REVIEW, OBSERVATION, AND ASSISTANCE – HBB (subconsultant)

6.1. Provide submittal review and field support on landscaping and irrigation related issues during construction.

6.2. Inspect and approve plants and plant materials when delivered to site.

6.3. Payment for landscape services will be made as outlined in the attached fee structure.

7. PUBLIC OUTREACH & MEDIA RELATIONS

7.1. Contact property owners within the project limits who will be directly affected by the construction activities and keep them apprised of project progress and when specific construction activities are expected to occur that would affect their property frontages and driveways.

7.2. Produce and distribute bi-weekly project update flyers stating project progress to date and upcoming construction activities.

7.3. Coordinate with the City webmaster and provide regular updates to be posted on the City's website such as Critical Path and monthly schedule updates.

7.4. Work with the Sammamish Review and the Sammamish Reporter; along with other media outlets to provide information to public about estimated travel times and alternate detours.

8. ON-CALL CONSTRUCTION DESIGN SUPPORT – PERTEET AND AECOM

Provide technical assistance during construction as determined necessary by the Construction Manager. This assistance will include:

- Design support for change orders.
- Review contractor submittals and material test results.
- Interpretation of plans and specifications.
- General technical support

The estimated level of effort for this task is shown on the attached worksheet

9. WETLAND MITIGATION OBSERVATION & ASSISTANCE

- 9.1. Provide on-call construction observation and wetland mitigation construction inspection services by a qualified biologist.
- 9.2. Review silt fence location for conformance with mitigation plan.
- 9.3. Review and inspect mitigation materials (plantings and soils) upon delivery to site and prior to use.
- 9.4. Closely observe mitigation for adherence to mitigation design (contract drawings & specs).
- 9.5. Coordinate with the City staff for permitting and reporting requirements.
- 9.6. Payment for landscape services will be made as outlined in the attached fee structure.

TIME FOR COMPLETION

All work under this contract shall be completed within 60 days following the substantial completion of the project.

The scope of this contract is based upon the Contractor completing all construction activity within the time frame specified in the Contract Documents and is based upon a 6 day 60-hour work week by one full-time Resident Engineer, three full-time experienced Construction Observers, Construction Office Engineers, and Construction Project Manager as outlined in the budget. In support of this schedule our contract provides 4 weeks of project set up time, 180 working days of 4 full time resident representatives and support staff in addition to 4 weeks of project closure time (Closeout Record Preparation, Record Drawings, etc.). If the work schedule changes due to the contractor working weekends, extended hours, or if the construction activity extends beyond the contract time, the Consultant shall inform the City immediately to allow an opportunity for the City to authorize expenditure from the Management Reserve Fund to provide additional services. The additional services will be billed at the hourly rates established in the base agreement.

Exhibit C
Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 3 1.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the AGENCY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. Automobile mileage for travel will be reimbursed as the current rate approved for AGENCY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for AGENCY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of all original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Management Reserve Fund

The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$50,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."

4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, STATE, and the United States, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

7. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the AGENCY of overpayment.

Exhibit "E"
Consultant Fee Determination - Pertect, Inc.

Project: East Lake Sammamish Parkway Construction Management

Client: City of Sammamish

HOURS ESTIMATE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	36.00	216.18	\$7,782.36
Associate	374.00	175.93	\$65,799.30
Associate / PM	612.00	171.47	\$104,939.17
Resident Engineer	1896.00	126.70	\$240,225.85
Senior Construction Observer	800.00	105.58	\$84,467.60
Construction Observer	1924.00	102.57	\$197,340.45
Construction Observer	1800.00	87.48	\$157,471.74
Construction Observer	800.00	66.37	\$53,093.92
Construction Technician	872.00	96.53	\$84,178.00
Construction Technician	916.00	57.32	\$52,502.65
Associate / Drainage	56.00	159.16	\$8,913.02
Design Engineer	230.00	94.78	\$21,800.48
Associate Principal Surveyor	80.00	186.37	\$14,909.74
Marketing Manager	144.00	99.46	\$14,322.33
Marketing Manager	144.00	76.38	\$10,999.13
Project Controls	288.00	120.67	\$34,752.38
Accountant	14.00	60.33	\$844.68
Clerical	32.00	54.30	\$1,737.62
Total Hourly Cost:			\$1,170,440.00
Salary Escalation (4% at 40% time)			\$18,727.04

REIMBURSABLES

Wireless Communications	=	\$7,200.00
Mileage (At Current Federal Rate)	=	\$13,572.00
Total Reimbursable Cost =		\$20,772.00

SUBCONSULTANTS

HWA Geosciences, Inc.	=	\$95,707.00
GeoEngineers	=	\$66,632.17
AECOM	=	\$26,500.98
Hough Beck & Baird Inc.	=	\$14,761.00
Shannon & Wilson	=	\$4,853.00
Total Subconsultants Cost =		\$208,454.15
Management Reserve =		\$100,000.00
GRAND TOTAL =		\$1,518,393.19

Prepared By: Rahmi Kutsal

Date: January 7, 2009

Exhibit E-1



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 11, 2008

Mr. Dwight Malott
Perteet, Inc.
2707 Colby Ave, Ste 900
Everett, WA 98201-3565

Re: Perteet, Inc. Overhead Schedule
FYE December 31, 2007
Corrected Letter

Dear Dwight:

On March 11, 2008 as a WSDOT representative, Nicole Mitchell reviewed your proposed 2007 Overhead Schedule. Nicole also completed an analytical review of the schedule by comparing it to data that WSDOT had collected in our permanent files. Perteet provided a copy of the In-House compiled overhead and 2007 Income Statement and General Ledger details.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Perteet's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing Perteet's overhead rate for 2007, at 172.47% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of Perteet have any questions, please contact Martha Roach at (360)705-7006.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Mike Kane, MS 47323
Rick Griffith, MS 47323

RECEIVED

MAR 21 2008

Perteet, Inc.

Pertect, Inc.
Overhead Schedule
Fiscal Year December 31, 2007

Description	F/S Amount	Pertect Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	\$4,782,503		(\$38,241)	R	\$4,744,262	99%
Fringe Benefits						
Payroll Taxes	\$739,937				\$739,937	15.60%
Insurance - Medical/Dental	\$493,285				493,285	10.40%
Vacation/Holiday/Sick Leave	\$912,390				912,390	19.23%
401k Employer Contribution	\$267,794				267,794	5.64%
Bonuses	\$957,174				957,174	20.18%
Total Fringe Benefits	<u>\$3,370,580</u>	<u>\$0</u>	<u>\$0</u>		<u>\$3,370,580</u>	<u>71.05%</u>
General Overhead						
G&A Wages	\$2,461,800		(\$8,014)	R	\$2,453,786	51.72%
Auto Expense	\$125,606	(\$10,484)		M	115,122	2.43%
Bank & Service Fees	\$18,181				18,181	0.38%
Communications	\$146,030				146,030	3.08%
Computer Expenses	\$149,390				149,390	3.15%
Conferences & Meetings	\$31,212				31,212	0.66%
Copier Expense	\$66,724				66,724	1.41%
Depreciation - Tax Basis	\$409,454				409,454	8.63%
Dues & Memberships	\$36,008	(\$5,009)		A	30,999	0.65%
Entertainment	\$18,164	(\$18,164)		F,P	0	0.00%
Insurance	\$109,823	(\$677)		E	109,146	2.30%
Licenses & Fees	\$4,428				4,428	0.09%
Meals	\$36,005	(\$31,291)		G	4,714	0.10%
Miscellaneous	\$1,535		(\$425)	Q,L	1,110	0.02%
Outside Services	\$96,553	(\$5,000)		O	91,553	1.93%
Postage & Delivery Services	\$13,775	(\$485)		N	13,290	0.28%
Professional Services	\$46,982	(\$500)		D	46,482	0.98%
Recruiting	\$78,675				78,675	1.66%
Rent	\$718,518				718,518	15.14%
Repairs & Maintenance	\$10,158				10,158	0.21%
Reproduction	\$25,524	(\$3,315)		N	22,209	0.47%
Seminars & Training	\$52,119				52,119	1.10%
				F,G,H,L,P,		
Staff Functions	\$44,168	(\$32,319)	(\$7,521)	S,T	4,328	0.09%
Subscriptions & Publications	\$630				630	0.01%
Supplies	\$137,174				137,174	2.89%
Travel & Lodging	\$57,447	(\$1,359)		C	56,088	1.18%
Advertising	\$10,355	(\$10,355)		H	0	0.00%
Bad Debt Expense	\$246	(\$246)		I	0	0.00%
Claims	\$98,189	(\$98,189)		B	0	0.00%
Contributions	\$40,207	(\$40,207)		J	0	0.00%
Gifts	\$220	(\$220)		L	0	0.00%

Perteet, Inc.
Overhead Schedule
Fiscal Year December 31, 2007

Description	F/S Amount	Perteet Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Interest	\$31,044	(\$31,044)		K	0	0.00%
Sponsorships	\$9,085	(\$9,085)		H,F	0	0.00%
Taxes - Business & Property	\$328,322				328,322	6.92%
Tax basis of assets deleted from Dep. Sch.	\$10,038				10,038	0.21%
Less: Offsets for Direct Costs		(\$297,843)			(297,843)	-6.28%
Total General Overhead	<u>\$5,125,946</u>	<u>(\$297,949)</u>	<u>(\$15,959)</u>		<u>\$4,812,038</u>	<u>101.41%</u>
Total Overhead Expenses	<u>\$8,496,526</u>	<u>(\$297,949)</u>	<u>(\$15,959)</u>		<u>\$8,182,618</u>	<u>172.47%</u>
Overhead Rate		<u>177.66%</u>			<u>172.47%</u>	

*Perteet, Inc.- Reviewed and Accepted on 3/11/08 NM
Overhead Prepared In-House by Dwight Malott, CPA*

References:**Adjustments by Perteet:**

- A Lobbying costs unallowable per 48 CFR 31.205-22.
- B Direct project costs unallowable in overhead per 48 CFR 31.202(a).
- C Lodging costs in excess of rates allowed by the Federal Travel Regulations unallowable per 48 CFR 31.205-46(a)(2)(i) and WSDOT Accounting Manual, M13-82, Chapter 10 Travel.
- D Accounting fees over \$250 related to federal tax return unallowable per 48 CFR 31.205-41(b)(2), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.
- E Key Man Life insurance unallowable per 48 CFR 31.205-19 (e)(2)(v).
- F Entertainment costs unallowable per 48 CFR 31.205-14 and 48CFR 31.205-13(c).
- G Local meals while not in travel status unallowable per 48 CFR 31.205-46(a)(2)(i), WSDOT Accounting Manual, M13-82, Chapter 10 Travel, and 48 CFR 31.205-14.
- H Advertising and promotion unallowable per 48 CFR 31.205-1(f).
- I Bad Debts unallowable per 48 CFR 31.205-3.
- J Contributions unallowable per 48 CFR 31.205-8.
- K Interest expense unallowable per 48 CFR 31.205-20.
- L Gifts unallowable per 48 CFR 31.205-13(b).
- M Personal use of company vehicle unallowable per 48 CFR 31.205-6(m)(2).
- N Postage to mail valentines, valentines unallowable per 48 CFR 31.205-14.
- O Marketing survey unallowable per 48 CFR 31.205-1 & 31.201-4.
- P Holiday Party expenses over \$25 per employee unallowable per 48 CFR 31.205-14 and WSDOT Policy.

Adjustments by WSDOT Audit:

- R Overtime Premium unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT Policy.
- S Gifts unallowable per 48 CFR 31.205-13(b).
- T Entertainment costs unallowable per 48 CFR 31.205-14.

Exhibit G-2
AECOM



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation
April 7, 2008

DOCUMENT CONTROL RECEIVED	
APR 09 2008	
Project No.	_____
File No.	_____
Control No.	_____
Transportation Building 310 Maple Park Avenue S.E. P.O. Box 47300 Olympia, WA 98504-7300 360-705-7000 TTY: 1-800-833-6388 www.wsdot.wa.gov	

Mr. Dennis Cearns
DMJM + Harris Inc.
10900 NE 8th Street, Suite 750
Bellevue, WA. 98004-4405

Re: DMJM + Harris Inc. Overhead Schedule
FYE September 28, 2007

Dear Mr. Cearns:

On April 7, 2008 as a WSDOT representative, Nicole Mitchell reviewed Morgenstern Svoboda & Baer, CPA's, P.C. audit report which included a copy of the audited 2007 overhead schedule. Nicole also completed an analytical review of the schedule by comparing it to data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of DMJM's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing DMJM's overhead rates for the year ended September 28, 2007. The Company Wide Rate (Composite Rate) is 129.75% of direct labor. Included within this rate are the Home Rate of 138.89% direct labor and the Field Rate of 108.33% direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of DMJM + Harris Inc. have any questions, please contact Martha Roach at (360)705-7006.

Sincerely,

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Rick Griffith, MS 47323

Mike Kane, MS 47323
Meg Blau, MS NB82-112

DMJM HARRIS, INC.
SCHEDULE OF BURDEN, FRINGE AND OVERHEAD COSTS
FY2007
FISCAL YEAR ENDED 9/28/2007
GOVERNMENT OVERHEAD RATES (EXCLUDING UNALLOWABLES)

	HOME	FIELD
DIRECT LABOR	90,074,263	38,389,555
<u>PAYROLL BURDEN AND FRINGE</u>		
COMPENSATED ABSENCES	14,315,936	6,101,863
PAYROLL TAXES	9,866,418	4,119,817
WORKERS COMPENSATION	401,102	170,949
INSURANCE AND OTHER	8,749,542	3,746,135
PERFORMANCE AWARDS (1)	3,004,526	1,280,528
PENSION EXPENSE	3,059,499	1,303,525
STOCK MATCH	2,180,838	929,471
OTHER EMPLOYEE BENEFITS	666,630	293,493
INSURANCE		
TOTAL	<u>42,105,533</u>	<u>17,945,791</u>
INDIRECT/OVERHEAD LABOR (1)	26,826,928	10,920,732
<u>INDIRECT/OVERHEAD NON LABOR</u>		
OFFICE RENT AND OCCUPANCY COSTS	17,080,094	2,514,706
EQUIPMENT RENTS & LEASES	4,373,209	733,891
INSURANCE	5,528,404	2,336,805
AUDIT AND PROFESSIONAL SERVICES	4,825,618	1,003,252
ACCOMMOD. ALLOCATIONS (1)	7,513,731	3,244,964
TAX - STATE + LOCAL INCOME TAXES	374,928	189,794
PROP., PLANT, & EQUIP. DEPRECIATION	1,616,369	323,581
OFFICE SUPPLIES / REPRODUCTION	2,840,484	693,462
COMMUNICATIONS	1,766,029	391,396
TRAVEL	6,439,544	1,640,363
EMPLOYEE RELOCATION	195,908	39,017
OTHER TAXES	1,089,543	172,744
DUES/LICENSES/PUBLICATIONS	523,509	135,142
EMPLOYMENT SERVICES	404,457	91,617
REPAIRS & MAINTENANCE	1,743,503	584,262
OTHER BENEFITS	3,105,236	878,016
RECOVERIES AND MISCELLANEOUS	(1,255,449)	(1,003,210)
TOTAL	<u>57,367,141</u>	<u>12,719,791</u>
TOTAL INDIRECT/OVERHEAD COSTS	<u>125,100,621</u>	<u>41,586,303</u>
INDIRECT/OVERHEAD COST RATE	<u>138.89%</u>	<u>108.33%</u>

(1) EXCLUDES COMPENSATION > 597,912

Composite Rate

Home - Total Overhead Costs \$125,100,621.00

Field - Total Overhead Costs - \$41,586,303.00

\$166,686,924.00

Direct Labor - \$128,467,818.00

Composite Rate - 129.75%

Exhibit "G-1"
Subconsultant Fee Determination - Hough Beck & Baird, Inc.

Project: East Lake Sammamish Parkway Construction Management

Client: City of Sammamish

HOURS ESTIMATE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	10.00	60.60	\$606.00
Project Manager	88.00	38.60	\$3,396.80
Computer Technician	23.00	23.00	\$529.00
Administrative	2.00	17.50	\$35.00
Total DS Cost:			\$4,566.80

OVERHEAD (OH COST - including Salary Additives):

OH Rate x DSC	186.26%	=	\$8,506.12
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FIXED FEE (FF):

FF Rate X DSC	29.2%	=	\$1,333.51
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OUTSIDE REIMBURSABLES

Reproduction	=	\$60.00	
Mileage (At Current Federal Rate)	=	\$200.00	
Total Outside Reimbursable Cost =			\$260.00

INTERNAL RATE PAY ITEMS

Xerox copies	=	\$35.00	
Bond Plotter	=	\$60.00	
Total Internal Rate Pay Items Cost =			\$95.00

GRAND TOTAL = \$14,761.43

Date: December 31, 2008

Exhibit G-2 - Hough, Beck & Baird, Inc.



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 27, 2007

Ms. Colie Hough-Beck
Hough Beck & Baird, Inc.
215 Westlake Avenue North
Seattle, WA 98109-5217

Re: Hough Beck & Baird, Inc. Overhead Schedule
FYE December 31, 2006

Dear Ms. Hough-Beck:

On December 27, 2007 as a WSDOT representative, Nicole Mitchell reviewed your proposed 2006 Overhead Schedule. Nicole also completed an analytical review of the schedule by comparing it to the reviewed & accepted 2005 overhead schedule, and reviewed data that WSDOT had collected in our permanent files. Hough Beck & Baird (HBB) provided a copy of the CPA reviewed overhead.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HBB's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing HBB's overhead rate for 2006, at 186.26% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of Hough Beck & Baird, Inc. has any questions, please contact Martha Roach at (360) 705-7006.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKemey
Mike Kane, MS 47323
Rick Griffith, MS 47323

Hough Beck & Baird Inc.
Overhead Schedule
December 31, 2006

Category	GL Amount	HBB Adj.	Ref.	Adjusted Amount	%
Direct Labor Base	\$287,644.98			\$287,644.98	
Overhead Costs					
Indirect Salaries - Principals	82,662.58			82,662.58	28.74%
Indirect Salaries - Other	98,970.54			98,970.54	34.41%
Bonuses	23,775.00			23,775.00	8.27%
Temporary	1,928.80			1,928.80	0.67%
Holiday Pay	13,721.07			13,721.07	4.77%
Vacation	44,918.04			44,918.04	15.62%
Sick Leave	8,283.22			8,283.22	2.88%
Payroll Taxes	53,622.84			53,622.84	18.64%
Pension Contributions	13,517.04			13,517.04	4.70%
Health Care Insurance	14,813.36			14,813.36	5.15%
Professional Development	80.00			80.00	0.03%
Professional Registration & Fees	755.00			755.00	0.26%
Rent	71,239.03			71,239.03	24.77%
Office Supplies/Periodicals	14,127.40			14,127.40	4.91%
Telephone/Communications	10,163.64			10,163.64	3.53%
Postage & Shipping	1,318.00			1,318.00	0.46%
Repairs & Maintenance	649.30			649.30	0.23%
Other Office Expense	1,438.24			1,438.24	0.50%
Legal	740.00			740.00	0.26%
Interest Expense	2,639.34	(2639.34)	A	0.00	0.00%
Accounting/Audit/Tax Prep.	1,635.00	(1385.00)	B	250.00	0.09%
Professional Liability Insurance	10,927.00			10,927.00	3.80%
Computer Consultants	16,098.03	(10452.50)	C	5,645.53	1.96%
Other Ins. Premiums	705.50			705.50	0.25%
Misc. Taxes & Licenses	19,149.28			19,149.28	6.66%
Automobile Expense	975.75			975.75	0.34%
Automobile Licensing	151.75			151.75	0.05%
Travel & Lodging	1,227.94			1,227.94	0.43%
Meals: Staff Meeting	4,375.65			4,375.65	1.52%
Meals: Staff Review Lunches	3,116.94	(573.33)	D	2,543.61	0.88%
Mileage/Parking/Bus	6,688.83			6,688.83	2.33%
Reprints/Photos/Publications	2,217.25	(1951.57)	E	265.68	0.09%
Public Relations/Contributions	0.00			0.00	0.00%
Office Functions/Events	1,286.21	(1011.21)	F	275.00	0.10%
Advertising	8,824.00	(8824.00)	G	0.00	0.00%
Depreciation	25,674.84			25,674.84	8.93%
Total Overhead Costs	562,618.41	(26836.95)		535,781.46	186.26%
Overhead Rate	195.59%			186.26%	

Hough Beck & Baird, Inc. Reviewed & Accepted 12/17/07 NM
O/H Reviewed by Doug Parry, CPA. Merriman Berkman Next Inc.

References:

- A Interest Expense unallowable per 48 CFR 31.250-20
- B Federal tax return preparation fees over \$250 unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy
- C Computer Consultants' Direct costs billed to clients per 48 CFR 31.202(e)
- D Local meals not allowed per 48 CFR 31.205-14
- E Christmas cards for clients and the general public per 48 CFR 31.201-4 and Project Cost Sheet Printing for
- F Christmas party expenses in excess of \$25 per employee not allowed per 48 CFR 31.205-14
- G Advertising unallowable per 48 CFR 31.205-1(f).

Exhibit "G-1"
Subconsultant Fee Determination - GeoEngineers, Inc.

Project: East Lake Sammamish Parkway Construction Management

Client: City of Sammamish

HOURS ESTIMATE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	25	60.00	\$1,500.00
Project Engineer/Scientist	102	40.00	\$4,080.00
Engineer/Scientist 1	100	28.00	\$2,800.00
Technician	300	25.00	\$7,500.00
Project Assistant	24	22.00	\$528.00
Project Administrator	38	20.00	\$760.00

Total DS Cost: \$17,168.00

OVERHEAD (OH COST - including Salary Additives):

OH Rate x DSC	214.65%	=	\$36,851.11
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FIXED FEE (FF):

FF Rate X DSC	29.2%	=	\$5,013.06
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REIMBURSABLES

Field Equipment	=	\$4,000.00
Mileage (At Current Federal Rate)	=	\$2,500.00
Laboratory Testing	=	\$1,100.00
Total Outside Reimbursable Cost =		\$7,600.00

GRAND TOTAL = \$66,632.17

Date: *January 7, 2009*

Exhibit G-2
GeoEngineers, Inc.

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2007

Key	Total Reported Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor
DIRECT LABOR	<u>\$ 12,506,659</u>	-		<u>\$ 12,506,659</u>	
FRINGE BENEFITS					
1 Payroll Taxes	1,998,304	(218,867)	A	1,779,438	
2 Group Insurance	1,584,740	-		1,584,740	
3 Worker's Compensation	116,995	-		116,995	
4 Vacation, Holiday and Sick Pay	2,646,503	-		2,646,503	
Profit Sharing and					
39 401(k) Contributions	1,006,701	-		1,006,701	
42 Bonuses	5,400,585	(2,382,286)		3,018,299	
Total Fringe Benefits	<u>12,753,829</u>	<u>(2,501,153)</u>		<u>10,152,676</u>	<u>81.18%</u>
GENERAL OVERHEAD					
5 Non-Billable Labor	7,610,221	(514,247)	A	7,095,974	
6 Office Rent & Maintenance	2,375,529	-	B	2,375,529	
7 Telecommunications	487,385	(250)	C	487,135	
8 Taxes	554,182	22,506	D	576,687	
9 Stationery and Supplies	398,839	1,908	E	400,747	
10 Administrative Travel	678,515	(6,468)	F	672,047	
Professional Dues, Meetings					
11 and Licenses	506,717	(287,673)	G	219,044	
12 Depreciation	1,153,752	(396)	I	1,153,356	
Equipment Rental					
13 and Maintenance	451,195	-		451,195	
25 Bad Debt	66,444	(66,444)	2	-	
14 Professional Consultants	790,740	(10,500)	H	780,240	
Direct Selling, Proposals and					
15 Economic Planning	587,086	(358,789)	I	228,297	
16 Field and Laboratory Supplies	(303,589)	462,334	J	158,745	
17 Insurance	580,432	1,112	K	581,544	
Computer Maintenance					
18 and Software	886,418	(440)	A	885,978	
20 Facilities Capital Cost of Money	-	198,749	L	198,749	
19 Recruiting and Relocation	744,518	(316,940)	3	427,578	
28 Amortization of Goodwill	262,966	(262,966)	2	-	
27 Contributions	43,486	(43,486)	2	-	
29 Fines/penalties/unallowable	20,900	(20,900)	2	-	
26 Computer technology offset	(1,576,043)	1,576,043	4	-	
Total Overhead	<u>16,319,689</u>	<u>373,154</u>		<u>16,692,842</u>	<u>133.47%</u>
Total Fringe Benefits and General Overhead	<u>\$ 29,073,518</u>	<u>\$ (2,227,999)</u>		<u>\$ 26,845,518</u>	<u>214.65%</u>
	29,199,915.63				

Exhibit G-2 - HWA GeoSciences, Inc.



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

RECEIVED

JUN 14 2007

HWA GeoSciences Inc

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 7, 2007

Ms. Joan Kinney
HWA Geosciences, Inc.
19730 64th Ave W, Suite 200
Lynnwood, WA 98036-5957

Re: HWA Geosciences, Inc. Overhead Schedule
FYE December 31, 2005

Dear Ms. Kinney:

On June 7, 2007, as a WSDOT representative, Jeff Orwig, Audit Specialist, reviewed your proposed 2005 Overhead Schedule. He also completed an analytical review of the schedule by comparing it to the reviewed & accepted 2004 overhead schedule, and reviewed data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HWA Geosciences, Inc.'s accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Based on our review, we are issuing this letter of concurrence establishing HWA Geosciences, Inc.'s overhead rate for 2005, at 199.61% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

If you or any representative of HWA Geosciences, Inc. have any questions, please contact Martha Roach at 360-705-7006.

Sincerely,

Martha S. Roach
External Audit Manager

MR:ds
Enclosures

cc: Steve McKerney
Rick Griffith, MS 47323

Mike Kane, MS 47323
Meg Blau, MS NB82-112

HWA GeoSciences, Inc.
Overhead Schedule
December 31, 2005

Category	GL Amount	HWA Adj.	Ref.	WSDOT Adj.		Accepted Amount	%
Direct Labor Base	<u>\$904,441</u>			<u>(\$19,676)</u>	G,H	<u>\$884,765</u>	
Overhead Costs							
Indirect Salaries	\$555,928			(\$18,837)	G,H	\$537,091	60.70%
Payroll Taxes	148,894					148,894	16.83%
Group Insurance	140,192					140,192	15.85%
Workers Compensation	5,061					5,061	0.57%
Bonus	168,640	(1,540)	E			167,100	18.89%
Vacation, Holiday & Sick	173,234					173,234	19.58%
Other Employee Benefits	5,836					5,836	0.66%
Office Rent	168,622					168,622	19.06%
Other Rentals	21,795					21,795	2.46%
Depreciation	32,689					32,689	3.69%
Repairs & Maintenance	15,313					15,313	1.73%
Computer Expense	19,464					19,464	2.20%
Office Supplies	11,948					11,948	1.35%
Lab/Field Supplies	14,344					14,344	1.62%
Reproduction & Printing	6,208					6,208	0.70%
Travel & Related Expense	16,002					16,002	1.81%
Vehicle Repair	9,499					9,499	1.07%
Communication Expense	28,226					28,226	3.19%
Postage/Shipping/Delivery	3,393					3,393	0.38%
Professional Dues	10,016					10,016	1.13%
Professional Meetings	23,287					23,287	2.63%
Subscriptions/Books/Pubs	4,979					4,979	0.56%
Legal & Accounting Expense	62,405	(32,727)	F			29,678	3.35%
Insurance Expense	92,954					92,954	10.51%
Professional Expense	12,615					12,615	1.43%
Recruiting Expense	2,396					2,396	0.27%
Training & Education Expense	7,117					7,117	0.80%
Taxes Other than F.I.T.	52,528					52,528	5.94%
Recovery Credits	(3,163)					(3,163)	-0.36%
Advertising/Marketing	17,393	(17,393)	A			0	0.00%

HWA GeoSciences, Inc.
Overhead Schedule
December 31, 2005

Category	GL Amount	HWA Adj.	Ref.	WSDOT Adj.	Accepted Amount	%
Business Development	130	(130)	A		0	0.00%
Interest Expense	7,827	(7,827)	B		0	0.00%
Staff Meetings	5,972				5,972	0.67%
Company Morale	3,522			(2,376)	1,146	0.13%
Contributions	6,220	(6,220)	C		0	0.00%
Meetings/Meals/Entertainment	14,398	(14,398)	D		0	0.00%
Other Miscellaneous Expenses	1,629				1,629	0.18%
Total Overhead Costs	<u>\$1,867,513</u>	<u>(\$80,235)</u>		<u>(\$21,213)</u>	<u>\$1,766,065</u>	<u>199.61%</u>
Overhead Rate	206.48%				<u>199.61%</u>	

HWA Geosciences, Inc. - Reviewed & Accepted - 6/06/07 JO

HWA GeoSciences References

- A Advertising and public relations unallowable per 48 CFR 31.205-1(a).
- B Interest expense unallowable per 48 CFR 31.205-20.
- C Contributions unallowable per 48 CFR 31.205-8.
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Bonus expense unallowable
- F Settlement and attorney fees unallowable

WSDOT References

- G Overtime premium unallowable per 48 CFR 22.103-1 & 48 CFR 22.103-4(g). Out of Direct Labor \$20,611 and out of indirect labor \$17,902
- H Uncompensated overtime unallowable per 48 CFR 37.115 & DCAA 6-410.5(1)
Added to direct labor \$935 and subtracted from indirect labor \$935
- I Holiday Party Costs unallowable over \$25 per employee. Allowable (\$25 x 28 ee's=\$700)
Total Cost \$982.58, unallowable cost (\$982.58 - \$700.00)=\$282.58 or \$283.00
- J Cost of employee shirts unallowable per advertising FARS - 48 CFR 31.205-1(f)(6). Adjustment of \$1,226
- K Gifts unallowable per 48 CFR 31.205-13(b). Adjustment of \$659
- L Farewell luncheon unallowable per 48 CFR 31.205-14. Adjustment of \$208

Exhibit "G-1"
Subconsultant Fee Determination - Shannon & Wilson, Inc.

Project: East Lake Sammamish Parkway Construction Management
Client: City of Sammamish

HOURS ESTIMATE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Vice President	3	58.55	\$175.65
Senior Professional	40	31.52	\$1,260.80
Total DS Cost:			\$1,436.45
OVERHEAD (OH COST - including Salary Additives):			
OH Rate x DSC	197.16%	=	\$2,832.10
FIXED FEE (FF):			
FF Rate X DSC	29.2%	=	\$419.44

REIMBURSABLES

Mileage (At Current Federal Rate)	=	\$138.00	
Other Costs: camera	=	\$25.00	
Reproduction	=	\$2.00	
Total Outside Reimbursable Cost =			\$165.00
<u>GRAND TOTAL =</u>			<u>\$4,853.00</u>

Date: January 7, 2009



999 Third Avenue
Suite 2200
Seattle, WA 98104
206-382-5200

November 26, 2008

Gerard Beuchel
Shannon & Wilson, Inc.
PO Box 300303
Seattle, WA 98103

Subject: Not-to-Exceed Billing Rates Table Update: Action Required

**Reference: Subcontract under Alaskan Way Viaduct & Seawall Replacement Program,
WSDOT Agreement Y-9715**

Thank you for submitting your firm's most recent overhead rate schedule. WSDOT's Consultant Services Office has reviewed your firm's proposed rate. For the second step, updating your Not-to-Exceed (NTE) Billing Rates Table, you may use an overhead rate of 197.16%. Your updated Rates Table will be reviewed by PB and WSDOT. Final WSDOT-approved NTE tables should be used for invoicing starting with the first billing cycle that begins *after* December 19, 2008, the Prime Contract anniversary.

Not-to-Exceed Billing Rates Table Update – Instructions:

1. WSDOT's standard salary escalation guideline of 4% to 5% of base-wage per annum will apply.
2. Do not put a date at the top of your proposed NTE Billing Rates table.
3. Do not list proposed Direct Expense rates. These are subject to audit, and WSDOT Consultant Services will not review them.
4. Please advise PB of your firm's regular annual salary-adjustment date. PB understands some firms adjust salaries based on the anniversary of individual employee hire-dates.
5. If WSDOT approves your proposed Not-to-Exceed Billing Rates table *as submitted*, these rates will remain in effect until renegotiated, expected to be no later than 90 days after December 19, 2009.
6. Do not invoice new overhead and billing rates until PB communicates to you the results of WSDOT's review.
7. Please submit your proposed Not-to-Exceed Billing Rates table by **December 5, 2008** directly to:

PB Americas, Inc. - Attn: Debra Feikema, Senior Project Administrator.
Feikema@pbworld.com should be used for scanned documents; hardcopy should be mailed to my attention at 999 Third Ave, Suite 2200, Seattle WA 98104.



PB appreciates your cooperation and prompt attention to this matter. Feel free to call me at 206-382-5295, if you have questions.

Sincerely,

PB Americas, Inc.

A handwritten signature in cursive script that reads 'Debra Feikema'.

Debra Feikema
Senior Project Administrator
Alaskan Way Viaduct & Seawall Replacement Program

cc: Mike Rigsby, Project Manager
Mark Greengard, Project Administrator

Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONOSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Costs Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 – Project Manager Documents the Alleged Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region Local Programs

Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Document to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will also request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

- The consultant's claim must outline the following:
- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, of portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

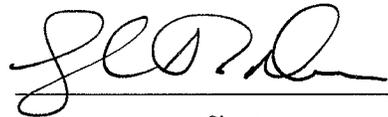
**Exhibit M-1(a)
Certification of Consultant**

I hereby certify that I am Crystal L. Donner, P.E. and duly authorized representative of the firm of Perteet, Inc. whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date



Signature

Exhibit M-1(b)
Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of the City of Sammamish, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Perteet, Inc.

01/07/09
(Date)

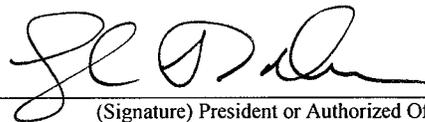

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding the Restrictions
of the use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an office or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$10,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Perteet, Inc.

01/07/09
(Date)

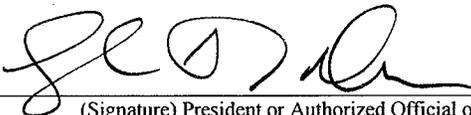

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Perteet, Inc.

Name Crystal L. Donner, P.E.

Title Executive Vice President

Date of Execution*** 01-07-09

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

COUNCIL MINUTES

Regular Meeting November 18, 2008

Mayor Lee Felling called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Lee Felling, Deputy Mayor Don Gerend, Councilmembers Kathleen Huckabay, Mark Cross, Michele Petitti and Nancy Whitten.

Councilmember absent: Councilmember Jack Barry

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and Deputy City Clerk Stacy Herman.

Roll Call/Pledge

MOTION: Councilmember Huckabay moved to excuse Councilmember Barry from the meeting. Councilmember Michele Petitti seconded. Motion carried 5-0. (Councilmember Cross was not present during the vote.)

Roll was called. Eastlake Student Liaison Natalie Wang led the pledge.

Public Comment

Robert Nielsen 2311 277th Avenue SE: He lives in the Aldarra Estates subdivision. His neighborhood is in favor of annexing to the City of Sammamish, but voiced his concerns that the City chose not to act on the petition. He requests a tentative schedule and projected completion date for the City to begin the annexation process for Aldarra Estates. He wants to begin the process at the earliest date possible. He commended staff's work, but would like to see the request expedited.

Cary Young 22212 NE 31st Street: She is the Executive Director of the Sammi Awards and extended gratitude to the City Council for their involvement and support. *(A video explaining the Sammi Awards was presented and can be obtained by contacting the City Clerk's Office.)* The Sammi Awards recognizes those who have made valuable contributions to the City of Sammamish, and there are several categories that citizens can make recommendations for. Cary encouraged Council and anyone else in the community to take the time and fill out a ballot to nominate someone they feel deserves to be recognized. The ceremony will take place on March 14, 2008 at Eastlake High School.

John Galvin 20307 NE 15th: He commented on finances and the budget, property tax levy rate and comparisons and assessed values of homes. *(A PowerPoint Presentation of Mr. Galvin's comments is available in the Clerk's Office upon request.)*

Connie Chryssan 20307 NE 15th Place: She voiced her support of the East Lake Sammamish Parkway project and encouraged City Council not to be swayed by the negativity surrounding the project. She supports the safety improvements on the parkway. She reiterated the support of the project and that the majority of those in favor of the project have not been involved in the public meetings because they had the understanding that the project was moving forward.

Charlie Goodrich 22328 NE 2nd Street: He is strongly opposed to the East Lake Sammamish Parkway Project. He feels it's not worth the money and it will not relieve congestion.

Marion Thorkelson 20337 NE 15th Place: She spoke in opposition of the East Lake Sammamish Parkway project. She requested Council to "can" the project.

Approval of Agenda

MOTION: Councilmember Huckabay moved to approve the agenda. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Student Liaison Report

Eastlake Student Liaison (*Natalie Wang*) She reported on Unplugged event and Battle of the Bands, Fundraisers for Children's Hospital and Invisible Children's Club. Girls Cross Country won State and are currently preparing for Nationals. They are working on the Martin Luther King Assembly. Rachel's Change is a Senior Project that focuses on spreading kindness throughout the school.

Proclamations/Presentations

Consent Calendar

- **Payroll for pay period ending October 31, 2008 for pay date November 5, 2008 in the amount of \$232,776.47**
- **Approval: Claims for period ending November 13, 2008 in the amount of \$978,657.70 for check No. 22158 through 22275**
- **Ordinance: Second Reading Granting The Ne Sammamish Sewer & Water District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water And Sewer System Within Public Rights-Of-Way Of The City Of Sammamish, Washington. (O2008-241)**

- **Ordinance: Second Reading Granting The Sammamish Plateau Water & Sewer District A Non-Exclusive Franchise To Construct, Maintain, Operate, Replace And Repair A Water And Sewer System Within Public Rights-Of-Way Of The City Of Sammamish, Washington. (O2008-242)**
- **Approval: October 21, 2008 Regular Meeting Minutes**
- **Contract: Graphic Design Services/UpRoar Advertising**
- **Bid Award: 2008 Sidewalk Replacement/R.W. Scott**
- **Resolution: Granting Final Plat Approval To The Plat Of Belcara Subdivision (R2008-348)**

MOTION: To approve consent calendar. Motion carried unanimously 6-0.

Unfinished Business

City Insurance Services

Administrative Services Director Mike Sauerwein gave the staff report. Additional information was brought back at the request of City Council from the November 4, 2008 meeting. Two handouts with insurance rates, deductibles coverage comparisons, stop loss and aggregate liability insurance were discussed. Mac Chavarria and Mike Gano of Baldwin Resources Group addressed questions from Council members related to property and liability risk and insurance pooling through CIAW. Purchasing the insurance services through CIAW, rather than the current WCIA, would save the City approximately \$30,000 to \$60,000 dollars in 2009, depending on deductibles. Staff's recommending transferring Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW) purchased through the insurance brokerage firm Baldwin Resources Group for 2009 at a cost of \$197,966 with a \$1,000 liability deductible. Administrative Services Director reiterated that CIAW provides a higher aggregate and individual limit and a lower premium than our current provider.

A suggestion was made to go ahead with a motion and direct the City Manager to execute an agreement with CIAW for insurance services. The Council could discuss purchasing additional insurance at a later date, possibly at the Council retreat. The Baldwin Resource Group offered to put together some benchmark information for the Council for a discussion at a later date.

MOTION: Councilmember Cross moved to approve the staff recommendation to transfer Sammamish's Insurance Services from The Washington Cities Insurance Authority (WCIA) to The Cities Insurance Association of Washington (CIAW) purchased through the insurance brokerage firm Baldwin Resources Group for 2009 at a cost of \$197,966 with a \$1,000 liability deductible. Councilmember Petitti seconded. Motion carried 6-0.

Public Hearing**Ordinance: First Reading Adopting The 2009-2010 Biennial Budget****Ordinance: First Reading Relating To The Levying Of Taxes And Establishing The Amount To Be Raised In 2009 On The Assessed Valuation Of The Property Within The City**

Finance Director Lyman Howard presented the staff report. This is the first reading of the budget ordinance. A copy of the Draft Budget and PowerPoint presentation is available in the City Clerk's office, or on the City's website at www.ci.sammamish.wa.us. Mr. Howard reiterated the two budget study sessions that occurred on October 14th and November 4th. He also reported on 2009-2010 anticipated revenues and expenditures.

The Tax Levy ordinance sets the 2009 property tax levy amount. The final rate will be adjusted based on the final assessed valuation of property within Sammamish. The proposed levy amount would decrease the levy rate from \$2.24 to approximately \$2.04 per \$1,000 of assessed valuation. This is the first reading of both ordinances. No action is required.

Finance Director Lyman Howard will be requesting Council to make a decision later in the agenda that would adjust the budget by adding \$5,000 for sustainability, increase Human Service Grants funding from \$130,000 to \$160,000 and adding a new line item for Leadership Eastside in the amount of \$3200. The recommendation came from the Human Services Sub Committee (Mayor Lee Felling and Councilmember Jack Barry).

New Business**Ordinance: First Reading Amending Ordinance No. 02008-225, The 2007-2008 City Budget, For The Purpose Of Revising The 2007-2008 Biennial Budget**

Lyman Howard, Finance Director gave the report and pointed attention to the proposed revised budget and the ending fund balance. He explained the additional increase in revenues in 2008 and the decreased expenditures resulted in a projected ending fund balance increase of \$35.2 million, improving the City's financial position. No action is required, as this is the first reading of the ordinance.

Human Services Subcommittee Recommendation

City Manager Yazici reported on the recommendation made by Councilmember Jack Barry and Mayor Lee Felling. There is currently an additional \$30,000 being requested beyond the current budgeted amount of \$130,000 for Human Service Grant funding. These services are utilized by the community. He also reported on the Leadership Eastside request. The budgeted amount would allow one member, either an employee, or someone a Sammamish citizen to attend the

class. A recommendation to add a program budget for sustainability in the amount of \$10,000 was also discussed.

Councilmember Cross suggested the sustainability amount be increased from \$5,000 to \$10,000.

Councilmember Huckabay and Cross discussed \$100,000 budgeted for LID. City Manager Yazici explained that there is currently a project being considered for an LID project along 248th.

Councilmember Whitten is in favor of adding \$10,000 to the City's budget for sustainability.

MOTION: Councilmember Petitti made a motion to increase the Human Services Grants funding by \$30,000 for years 2009-2010 in the amount of \$160,000, add a line item to the 2009-2010 Budget for Leadership Eastside in an amount not to exceed \$3,200 and add a program budget in the amount of \$5,000 for sustainability for 2009. Deputy Mayor Gerend seconded.

AMENDMENT: Deputy Mayor Gerend made a motion to increase the sustainability funding from \$5,000 to \$10,000 for the year 2009. Councilmember Cross seconded. Motion carried unanimously 6-0.

MAIN MOTION: Motion as amended carried unanimously 6-0.

Public Hearing for all related budget items opened at 8:45 p.m.

Public Comment:

Mary Reis 20106 SE 20th Place: She is on the Board of St. Andrews Housing Group. St. Andrews is an operator and developer of affordable housing. She encourages the Council to consider adding additional funding to the ARCH Trust Fund. Arch currently contributes \$18,000 per unit for affordable housing. There is demand for affordable housing.

Reed Thorkildsen 20337 NE 15th Place: He commented on the proposed tax levy and requested Council to be cautious making assumptions calculating the amount. He request clarity of the budget adjustments. He also commented on 2010 proposed expenditures.

Marion Thorkildsen 20337 NE 15th Place: She is concerned about crossover in the budget by the year 2015, calculation of the levy rate, and suggested that figures are based on assumptions. She also commented on the beginning fund balance and the ending balance of 2009-2010.

Jim Berry 1810 230th: He commented on road maintenance.

Charlie Goodrich 22328 NE 2nd Street: He is concerned with the budget. His comments on the budget were related to the East Lake Sammamish Parkway project funding.

Jim McGraw 1525 248th Avenue SE: He spoke about possible road improvements of 248th. He requests adding additional funding for LID projects. He suggests that the City should be adding police officers in the City.

Public hearing continued to December 2, 2008. Any comments are to be made in writing.

Mayor Felling requested the City Manager respond to the concerns related to the East Lake Sammamish Parkway project. City Manager Yazici explained “ending fund balance and reserve funding.” He also explained assessed value and how the tax levy rate is set.

Public Works Director presented information on the project to the citizens in the audience. Project Manager Jeff Brauns also presented. This project is currently out for bid. Currently, staff is proceeding with direction made earlier by Council. Increased capacity is a main benefit, due to the left turn pockets as currently designed. The storm drainage is currently untreated and running into Lake Sammamish. With the improvements and current design, all runoff from the Parkway will be treated before entering Lake Sammamish. A sidewalk and bike lanes will be added, which improves safety. This is a concurrency project that is required, or we are out of compliance with our concurrency requirements. Jeff Brauns presented a PowerPoint presentation that outlines the public process and public meetings and provided a list of all public meetings that occurred through the process of the project.

Mayor Felling requested that any questions Council has for staff on the Parkway project, be submitted to staff in writing, so they may discuss those at the next meeting.

City Manager Yazici suggested any public comments on the Parkway be made at the December 16th meeting. The bid award for this project is scheduled for this meeting.

Councilmember Huckabay is in favor of Whitten’s motion, allowing oral testimony for the budget.

MOTION: Councilmember Whitten made a motion to allow oral comment at the December 2, 2008 meeting on the budget. Councilmember Petitti seconded. Motion failed 2-4 with Councilmember Petitti, Cross, Mayor Felling and Deputy Mayor Gerend dissenting.

Finance Director was brought back to discuss the budget adjustments. He made his presentation earlier, along with the budget public hearings. This is the first reading of the ordinance. No action is required.

Council Reports

Deputy Mayor Gerend: He and Mayor Felling attended National League of Cities in Orlando, Florida last week. He discussed the analogue to digital conversion that will be occurring at the first of the year with television. He suggested staff order the \$40 coupons and have them available to citizens who may need them.

Councilmember Whitten: She reported on Suburban Cities and the PIC meeting she attended last week. She announced the regional appointment as nominated by the committee.

Councilmember Huckabay : She reported on the 0.50 increase of Metro fees.

Mayor Felling: He reported on his attendance at the National League of Cities that he attended last week in Orlando, Fl. He spoke about Municipal bonds and a uniformed rating system.

City Manager Report

City Manager Yazici reiterated that the December 2nd meeting will be a long meeting. He replied to Councilmember Huckabay relating to a “No Parking” ordinance scheduled for a future meeting.

Executive Session – None.

Meeting adjourned at 10:45 pm.

Stacy Herman, Deputy City Clerk

Lee Felling, Mayor



STUDY SESSION NOTES

Joint Study Session/Sammamish Parks & Recreations Commission December 9, 2008

Mayor Lee Fellingge opened the Joint study session of the Sammamish City Council at 6:30 pm.

Public Comment

Topics

- **Evans Creek Preserve**
- **Sammamish Landing Review of Master Plan Alternatives**
- **Parks Bond/Parks Levy Discussion**
- **2009 Docket Requests**

Council Reports

City Manager Report

Close Study Session

9:25 pm



STUDY SESSION NOTES

Special Meeting January 4, 2009

Start Time: 6:00 pm

The City Manager hosted a Holiday Dinner and Team Building Session at his home. No city business was discussed.

COUNCIL MINUTES

Regular Meeting January 6, 2009

Mayor Lee Felling called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Lee Felling, Deputy Mayor Don Gerend, Councilmembers Jack Barry, Mark Cross, Kathleen Huckabay, Michele Petitti and Nancy Whitten.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. A Scout Troop 636 led the pledge.

Public Comment

Dale Brown, 24931 SE 30th Street, He does not like the traffic circles on SE 30th Street. He feels they are dangerous and cause accidents because they are not properly marked. He would like them removed and replaced with speed bumps.

Approval of Agenda

MOTION: Councilmember Petitti moved to approve the agenda. Deputy Mayor Gerend seconded. Motion carried unanimously 7-0.

Proclamations/Presentations

- State of the City Address

Mayor Felling gave the State of the City address (PowerPoint presentation available on the city website at www.ci.sammamish.wa.us).

- Elections: Mayor and Deputy Mayor for 2009

MOTION: Councilmember Huckabay moved to suspend the rules and elect the Mayor and Deputy Mayor at this meeting. Councilmember Petitti seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Whitten nominated Councilmember Gerend to serve as Mayor for 2009. Councilmember Huckabay seconded. Motion carried unanimously 7-0. Councilmember Gerend was elected as Mayor for 2009.

MOTION: Councilmember Cross nominated Jack Barry for Deputy Mayor.

MOTION: Councilmember Huckabay nominated Councilmember Whitten for Deputy Mayor.

Councilmember Barry received four votes in the affirmative (Councilmembers Barry, Cross, Petitti and Felling), which is a majority of the Council. Councilmember Barry was elected Deputy Mayor for 2009

➤ **Out Going Mayor Presentation**

Mayor Gerend presented out-going Mayor Lee Felling with a plaque for his year of service as Mayor.

Council recessed from 6:50 pm to 7:10 pm.

Consent Calendar

Approval: Claims for period ending January 6, 2009 in the amount of \$1,228,769.55 for check No. 22487 through 22600

Resolution: Final Acceptance Pine Lake Park Dock Demolition Project/Harbor Asphalt (R2009-355)

Contract: Development Review Services/Roth Hill

Amendment: Shoreline Master Plan Update/ESA Adolfson

Approval: Minutes for December 2, 2008 Regular Meeting

Approval: Minutes for December 15 Special Meeting/Study Session

Approval: Minutes for December 16, 2008 Regular Meeting

Consent agenda was approved as presented.

Public Hearing

Ordinance Of The City Of Sammamish, Washington Adopting Interim Regulations Exempting Certain Public Emergency Communications Facilities From Compliance With SMC Chapter 21A.55; Declaring An Emergency; Providing For Severability; And Establishing An Effective Date

Deputy Director Pete Butkus gave the staff report. This ordinance was passed at the November 4, 2008 Regular meeting. He explained that two written comments were received. Staff is recommending that this exemption also be applied to the two utility districts and the fire district.

However, he does not recommend making this change now. Staff will come back to Council with this and other recommended changes to the Wireless Regulations at a later date.

Public Hearing opened at 7:13 pm. There was no public comment. Public hearing closed at 7:15 pm

Unfinished Business - None

New Business

Shoreline Master Plan Update – Planning Commission Recommendation

Maren Van Nostrand, Environmental Planner, gave the staff report explaining the process that the plan has gone through (PowerPoint presentation available on the city website at www.ci.sammamish.wa.us). Planning Commission Chair Erica Tiliacos explained the major changes/additions to the Shoreline Master Plan and handed off the plan for Council consideration. She then answered questions from Council on the Planning Commission process. She explained their reasoning for reducing the amount of impervious surface that will be allowed around the lakes. Reduction in allowable impervious surface will result in less environmental impact. Councilmember Whitten questioned whether the Commission considered the lakes in Sammamish to be public or private. Ms. Tiliacos explained that the Commission considered all the lakes to be public. In response to a question from Councilmember Whitten, Ms. Tiliacos responded that four foot fences will be required in the setbacks for all the lakes. Councilmember Whitten asked if the Commission considered using LID techniques to mitigate impervious surfaces. Ms. Tiliacos said the Commission did not get down to that level of detail. Councilmember Fellingine inquired whether the Commission used any type of test case to see if these requirements would work or not. Community Development Director Kamuron Gurol explained that staff is examining current public and private projects to see how these new requirements would be applied. If staff discovers conflict points, recommendations will be made to change the plan before adoption by Council. Ms. Tiliacos added that the city must still work within the framework of the Washington Administrative Code and the Department of Ecology (DOE) regulations. DOE has been reviewing the proposed plan as work was being done. Ms. Tiliacos explained that Laughing Jacobs Lake is not big enough to qualify as a lake. Mayor Gerend asked if any of the other Commissioners were in agreement with the Minority Report. The minority report was requesting that LID techniques should be included in the Shoreline Master Plan. His ideas were presented late in the process and the rest of the Commission felt that the program itself does not need to deal with this level of detail.

Resolution: Placing The Glenn Comprehensive Plan Amendment And Rezone On The 2009 Comprehensive Plan Docket

Mr. Gurol gave the staff report. Staff is recommending the Glenn proposal be put on the docket with a self pay requirement, just like a permit. Staff is not recommending adding the Rizzo proposal to the 2009 Comprehensive Plan Docket. Instead Council should recognize that there are other methods to solve disputes. He also explained that by passing the resolution regarding the Glenn rezone, Council is not approving the rezone. They are only approving adding it to the

2009 Comprehensive Plan Docket. A decision on this request will probably take 18 months and will go through an extensive review process.

Public Comment

Todd Thull, 2622 226 Avenue SE, He spoke in opposition to the Comprehensive Plan Change proposal. The properties in question do not front Issaquah Pine Lake Road or 228th Avenue SE as do the other higher zoned properties in the Pine Lake Center.

Roger Eck, 2711 226th Avenue SE, He spoke in opposition to the Glenn rezone request. They own adjoining property to the property in question. He feels it would negatively impact the surrounding areas.

Ilene Stahl, 21553 SE 28th Lane, She was also opposed to this Comprehensive Plan change as it will negatively impact Pine Lake. If the Pine Lake Center is expanded, it should be done vertically.

Bill Wright, 2721 226th Avenue, He agreed with the previous speakers and feels all of the other residents in the neighborhood of this proposed rezone would be speaking against this proposal. He feels it sets a bad precedence.

John Balciunas, 2929 224th Place SE, He is also opposed to the rezoning request. He feels this end of Pine Lake is already over built.

Barbara Elliot, 2809 228th Avenue SE, She feels this corner already has too much traffic. She feels any rezone would increase the traffic even more. She feels there would be additional drainage issues from more development.

Linda Reed 2831 228th Avenue SE, She echoed the concerns of the previous speakers, impacts to Pine Lake, increased traffic and encroachment into the existing neighborhood.

Polly Eck, 2711 226th Avenue SE, She said that none of the residents next to this property know about this rezone request. When they were informed of it, they were completely against the rezone.

MOTION: Councilmember Whitten moved to disapprove the resolution to place this request on the 2009 Comprehensive Plan Docket. Councilmember Felling seconded. Motion carried unanimously 7-0

Councilmember Felling feels the public comment they just heard is persuasive enough to not add it to the Comprehensive Plan Docket.

Councilmember Huckabay recommended delaying this decision until the Town Center regulations have been developed. This may help make a decision on the request. Councilmember Barry concurred. Councilmember Cross would like the applicant submit a develop plan before

Council decides this issue. Councilmember Whitten is concerned about the impacts to Pine Lake and traffic issues.

Mr. Glen spoke to his request. He explained that his parcel is surrounded by commercial, the park and ride and 228th Avenue SE. It is not a residential property. He is disappointed to find that the Council may send his plans into limbo until the Town Center is completed.

Resolution: Related To The Proposed Rizzo 2009 Comprehensive Plan Docket Request

Mr. Gurol gave the staff report. Staff is not recommending this proposal go forward. He explained the mediation process available to solve such disputes among neighbors.

MOTION: Councilmember Huckabay moved to adopt the resolution that would not add the proposed Rizzo request to the 2009 Comprehensive Plan Docket. Councilmember Whitten seconded. Motion carried unanimously 7-0 (R2009-356)

Council Reports

Council reappointed Councilmember Whitten as the city's representative to the Suburban Cities Political Issue Committee. Mayor Gerend will serve as the alternate.

Councilmember Cross would like to see a televised discussion of the police and fire services that the city provides as well as the city's financial well being.

City Manager Report - None

Meeting adjourned at 8:55 pm.

Melonie Anderson, City Clerk

Don Gerend, Mayor



STUDY SESSION NOTES

Study Session January 13, 2009

Mayor Don Gerend opened the study session of the Sammamish City Council at 6:30 pm.

Public Comment

Topics

- **Ordinance: Amending Section 21A.05 Of The Sammamish Municipal Code To Refine And Clarify Administrative Procedures Related To The Issuance Of Interpretations Of The Development Code, And Amending Certain Other Chapters Of The City Of Sammamish Municipal Code For Consistency With Section 21A.05**
- **Ordinance: Amending Titles 16, 20, 21A, And 23 Of The Sammamish Municipal Code**
- **Ordinance: Amending Sections 21A.25.210 (Lot Divided By Zone Boundary), 21A.50.225 (Erosion Hazards Near Sensitive Water Bodies-Special District Overlay), And 21A.260 (Landslide Hazard Areas-Development Standards), Of The Sammamish Municipal Code**
- **Ordinance: Amending Section 20.15 Of The Sammamish Municipal Code (State Environmental Policy Act Procedures) To Revise SEPA Flexible Exemption Threshold Levels For Minor New Construction**

Council Reports

City Manager Report

Close Study Session

10:30 pm



CITY COUNCIL AGENDA BILL

Subject:

Ordinance Declaring Public Use and Necessity for Land and Property to be Condemned As Required for the 244th Avenue Improvement Project.

Meeting Date: January 20, 2000

Date Submitted: January 14, 2008

Originating Department: Public Works

Action Required:

Hold Public Hearing, Take Testimony from the Public, Continue Public Hearing to Feb.3, 2009 and Conduct First Reading of Public Use and Necessity Ordinance.

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Exhibits:

- 1) Ordinance No. 2009-___, Declaring Public Use and Necessity for Land and Property to be Condemned as Required
- 2) Maps – Exhibits A1, A2, A3
- 3) Legal Description of Properties – Exhibit B
- 4) Alvendia and Ford Contact Summary
- 5) Roundabout Study Information

Budgeted Amount: Not applicable.

Summary Statement:

This ordinance allows the City to use, as needed, the process of condemnation to acquire right-of-way and easements necessary for the construction of the 244th Avenue Improvement project. Adopting this ordinance does not mean the City will advance through the actual stages of condemnation of the properties listed in the ordinance, however it does mean that the City will start the process in order to at least secure possession and use of the necessary property to allow the 244th Avenue project to go forward to construction in early 2009.

The Public Works Department hopes to reach satisfactory settlements with all of the property owners involved, and will continue negotiations with property owners for the right of way needed to complete this project. By having this ordinance in place, the City will be able to move forward with the project while providing more time for property owners to negotiate and provide additional information to the City, which might result in a more desirable settlement for the property owner. Passing this ordinance also allows any given property owner, who feels that the condemnation processes might produce a better result, the right to pursue that option. An additional benefit for the public in general, and, in particular, for property owners along the project site, is that passing this ordinance at this time will allow the City to take advantage of this year's construction season and, thereby, avoid costs and disruptions to the public which would occur by perhaps having to extend the construction of this stage of the project into another year.

Background:

Three properties are being proposed for inclusion in a process of condemnation. Portions of these three properties are needed in order for the City to begin construction on the new bridge across the wetland and the roundabout at Main Street. Negotiations with these owners have encountered roadblocks that, without use of the condemnation process, could delay construction of the project.

Owner: Alvendia (vacant property)

Dedication: 31,849 s.f. of a 457,815 parcel (7.0%); area of acquisition is 100% wetland and wetland buffer encumbered.

Easements: 14,481 s.f. of permanent and 3,252 s.f. of temporary construction easement.

Purpose: Bridge and abutment.

Original Offer: \$25,600; 2/7/08

Latest Offer: \$25,600 plus new access, \$3,500 offer for review reimbursement, sewer and water laterals.

Owner's Counter Offer: None.

Tax parcel 342506-9050 belongs to Mr. and Mrs. Alvendia. The additional right of way is needed for the planned bridge improvements, which cannot be built without this property. Staff has met with Mr. Alvendia three times, and has also shared multiple telephone and email conversations with him. Lane & Associates, the City's right-of-way consultant on this project, has also met with Mr. Alvendia multiple times. The City increased its offer by offering to reimburse the Alvendias for an independent professional appraisal up to \$3,500. The City has prepared draft designs maintaining parcel access to 244th, and offered to construct water and sewer laterals to the Alvendia property, eliminating the need for future road cuts. However, the owner has recently requested additional concessions, including costs for the design and construction of a sewer system for unspecified future development, and \$7,500 reimbursement for professional services and legal fees. Additionally, the owner challenges the City's professional appraisal of his property's value, but to date has not obtained an independent appraisal for comparison. The property is vacant and appears to be entirely encumbered by wetland and wetland buffer. The owner has unspecified development plans, making it difficult to assess costs of various concessions under

discussion. The owner has also been hesitant to discuss a settlement amount, or to give possession and use of the property while negotiations continue, or to hire consultants to address his many concerns despite the City's offer to reimburse these costs up to \$3,500. These factors have brought the property negotiations to an impasse.

Owner: Ford

Dedication: 11,817 s.f. of a 250,034 s.f. parcel (4.7%); area of acquisition is 100% wetland and wetland buffer.

Easements: 1,439 s.f. temporary construction easement; 353 s.f. permanent storm drain easement.

Purpose: Bridge and abutment.

Original Offer: \$15,800 plus driveway construction; 4/17/08

Latest Offer: \$15,800 (a full appraisal completed by the City resulted in marginally lower value, however the City has maintained its original higher offer), plus driveway construction.

Owner's Counter Offer: \$100,000 plus driveway construction, plus dealing with beaver problem; 12/4/08

Tax parcel 342506-9047 belongs to Mr. and Mrs. Ford. This property is required for bridge and abutment improvements, as well as a 353 square-foot storm drain easement. The project cannot be built without this property. The City has acquired a permanent easement from the adjacent property to the north for a new paved driveway access for the Fords as the bridge abutment design blocks continued use of the existing access at its current location relative to 244th Avenue. This new access is on higher ground, whereas the existing access beside the wetland is unpaved and frequently inundated with water. The City received notice on 5/23/2008 that the owners were represented by an attorney who contends that additional damages are due to the Fords for changing their existing access. The City completed a second professional appraisal that addressed the issue of additional damages for changing the access. This full appraisal found no permanent compensable damages related to the relocation of the Fords' driveway from their property to an easement on their adjacent neighbor's property. In fact, the new appraisal indicated a slightly lower value, but the City has maintained its original offer. The owner's attorney and the City Attorney worked out language for a possession and use agreement while the negotiations continued. However, the attorney for the owners reversed course and has now declined to give the City possession and use of the property, and has countered with an offer of \$100,000 in cash, construction of the new access driveway, plus the City's agreement to deal with the beavers, whose dams, the owners complain, are exacerbating flooding and drainage problems. The beaver dams in question are located on private property in King County. The Fords' attorney has not provided a professional appraisal to justify this counter offer, nor has the City received a possession and use agreement as planned. Therefore the negotiations for this additional right of way have come to an impasse.

Owner: Vintage III HOA, aka Provence and Pomerol HOA (signage tract)

Dedication: 120 s.f. of a 180 s.f. parcel (67%)

Easements: 32 s.f. temporary construction easement

Purpose: new sidewalk for planned roundabout

Original Offer: \$3,790; 4/3/08

Latest Offer: \$3,790

Owner's Counter Offer: None.

The Homeowner Association's Board is sympathetic to the City's desire to obtain the dedication across their signage tract that currently contains only landscape improvements. However, the Association's articles of incorporation require a 67% vote of H.O.A. members to affirm any property transaction. Despite the difficulty in obtaining voting participation, the Board conducted a meeting to discuss the transaction among its members. This meeting was hosted by the City on November 13, 2008, and was attend by the Vintage III Association, as well as the Montrachet Association. Attendance for either association was far short of the 67% requirement, although Vintage III H.O.A. members in attendance at this meeting voted 14 to 2, in favor of the sale of the property to the City. The Board for each association then proceeded to mail or deliver ballots door-to-door. Vintage III has so far obtained 28 votes supporting the dedication, and 3 votes against, but are far short of the 126 votes required to approve the transaction. The Board has been supportive and willing to spend time to obtain votes, but has suggested it may not be feasible. Therefore, after some discussion with the Vintage III Board, the City has decided to use the condemnation procedure to acquire the necessary property. Incidentally, the Montrachet Board (Beaver Dam 2) was able to mail ballots concurrently with their yearly dues notices, and received 120 yes votes, 2 no votes (38 members did not respond), allowing them to proceed with their transaction with a 75% majority vote of their 160 H.O.A. members (a 98% favorable vote from those members who actually voted).

In all, for construction of this project, the City is acquiring additional right-of-way dedications from thirteen parcels, including various drainage, slope and temporary construction easements (a redesign of the East Main roundabout eliminated need for right of way across three additional parcels). Of the thirteen parcels, eight have reached a settlement agreement, and two have reached an agreement for possession and use (allowing the project to proceed while details of a settlement are negotiated). The attached ordinance addresses the three remaining parcels where right of way is required for construction.

Financial Impact:

Costs incurred by the City Attorney's office for work related to preparing and filing the court action and trial costs as might be required should the city ultimately need to utilize the condemnation process to acquire the needed property and/or easements. Costs associated with the acquisition of this needed right of way are contained in the overall 244th Avenue Project budget.

Recommended Motion:

The Council should open the public hearing, take testimony on the ordinance and then continue the public hearing to the Council's Feb. 3, 2009 meeting. Since this is the first reading of this ordinance, no action is required at this time by the Council. Second reading

and adoption of this ordinance is scheduled to occur at the Council's February 3rd regularly scheduled meeting.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. 02009-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING PUBLIC USE AND
NECESSITY FOR LAND AND PROPERTY TO BE
CONDEMNED AS REQUIRED FOR 244th AVENUE
IMPROVEMENTS PROJECT; AND AUTHORIZING
PAYMENT THEREFORE FROM THE CITY'S
TRANSPORTATION CAPITAL IMPROVEMENT
PROGRAM FUND**

WHEREAS, the City Council has previously approved the preparation of the final contract plans for the 244th Avenue Improvement project; and

WHEREAS, the project consists of constructing the 244th Avenue Improvements, road widening and improvements, including bridge construction, to a minor arterial roadway; and

WHEREAS, land, properties and easements along the alignment for the proposed roadway must be acquired in order to provide the necessary right-of-way for construction of the project; and

WHEREAS, efforts are now on-going to acquire the properties necessary for this public use by negotiation and settlement agreement; and

WHEREAS, in the event that negotiated acquisition is not fully successful in advance of the anticipated commencement of construction, it is essential that the City be prepared to initiate condemnation proceedings; and

WHEREAS, payment of just compensation and costs of litigation should be made from the City's Transportation Capital Improvement Program (CIP) fund (Fund 340); and

WHEREAS, the 244th Avenue Improvement Project is a priority project for the City and is the first project listed on the City's current Six-Year Transportation Improvement Program (TIP);

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

Section 1. Acquisition. Acquisition of the properties generally located on the drawing attached as Exhibits "A1, A2, A3" and legally described on Exhibit "B," which are incorporated herein by this reference, is necessary for the public use of the City's transportation project for the **244th Avenue Improvement Project.**

Section 2. Authorization. The City Attorney is hereby authorized to commence

Exhibit 1

condemnation proceedings for the properties identified in Section 1, above, pursuant to law.

Section 3. Compensation. Compensation to be paid to the owners of the property identified in Section 1, above, and costs of litigation, shall be paid from the City's Transportation CIP fund (Fund 340).

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2009.

CITY OF SAMMAMISH

Mayor Don Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

RIGHT-OF-WAY EXHIBIT MAP

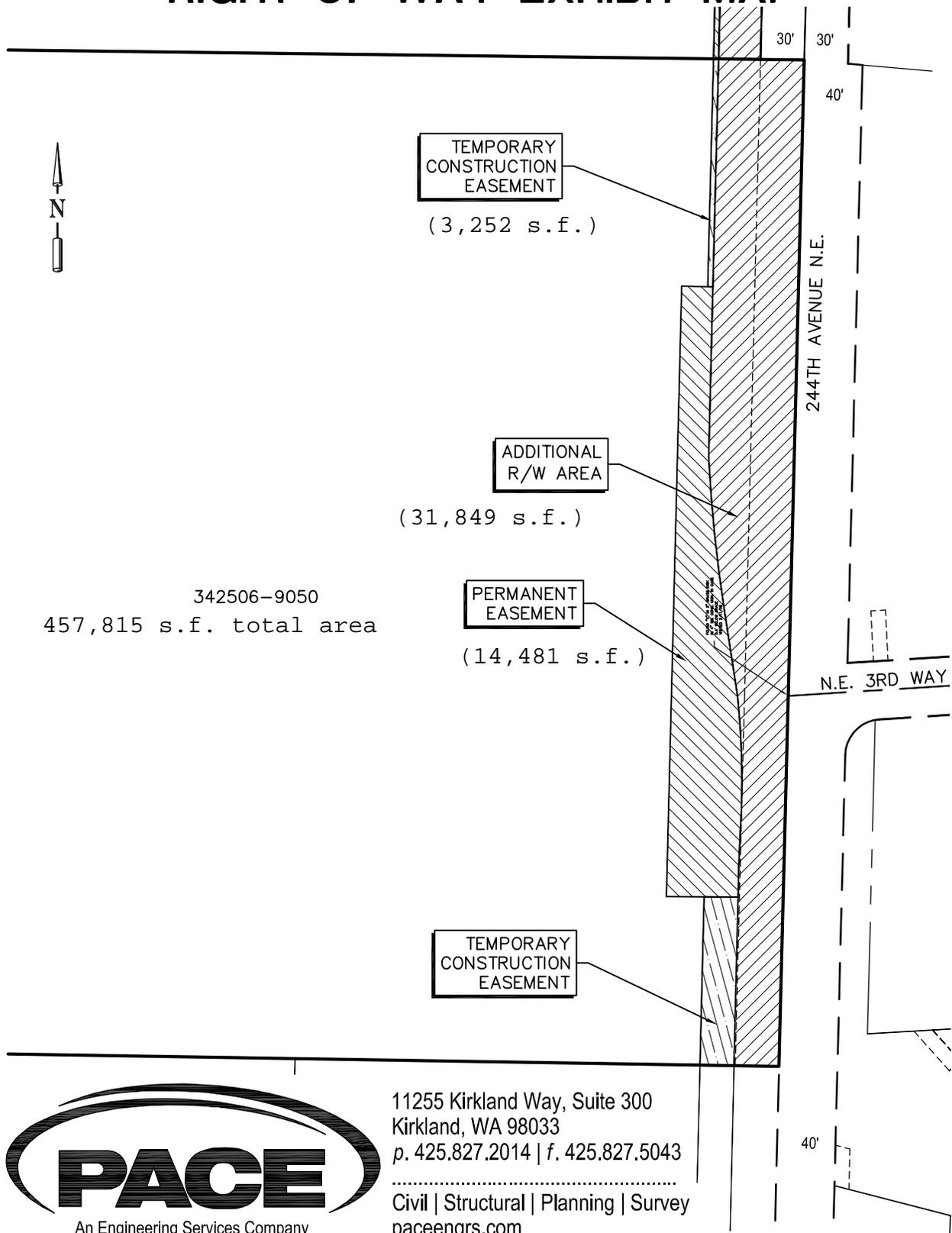
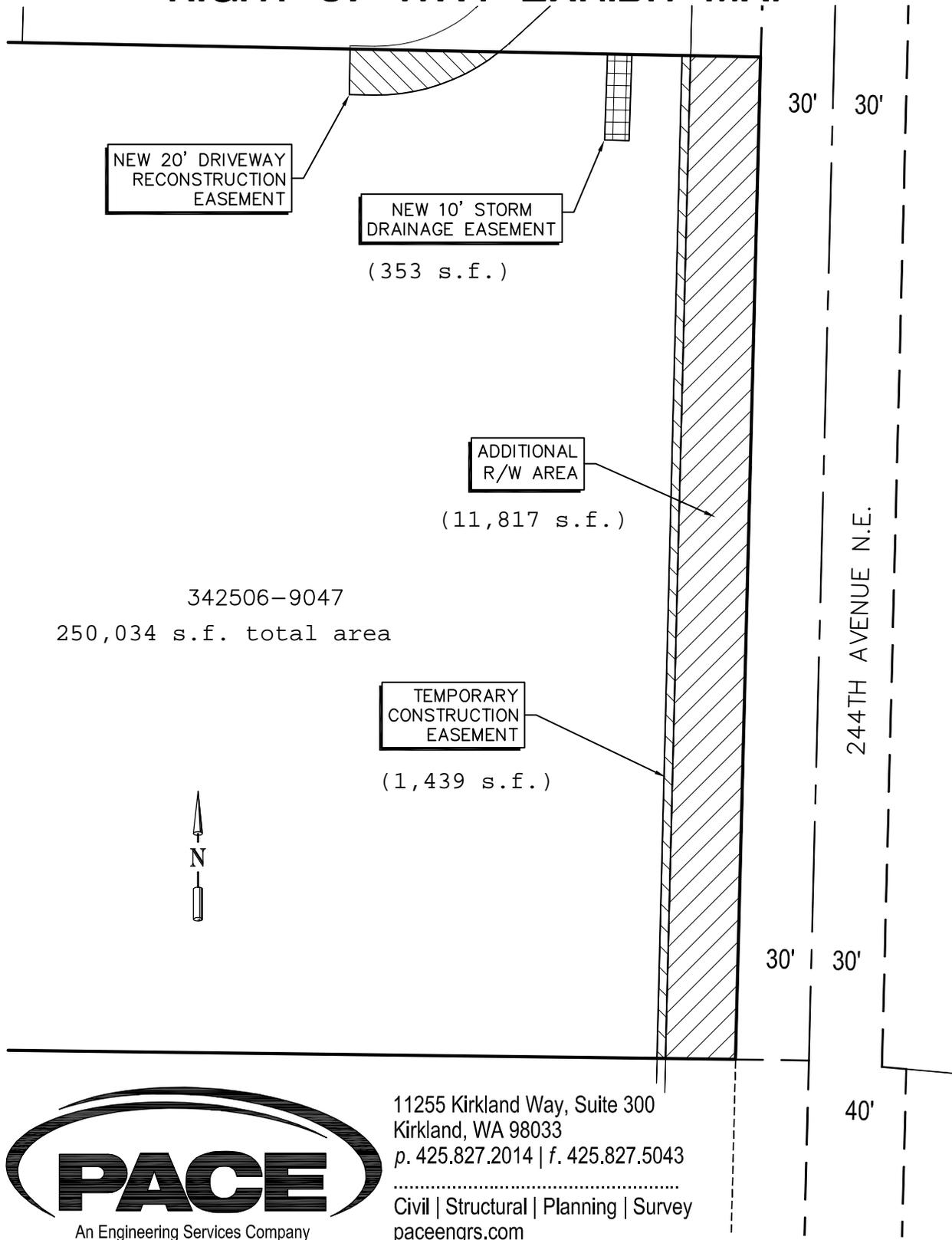


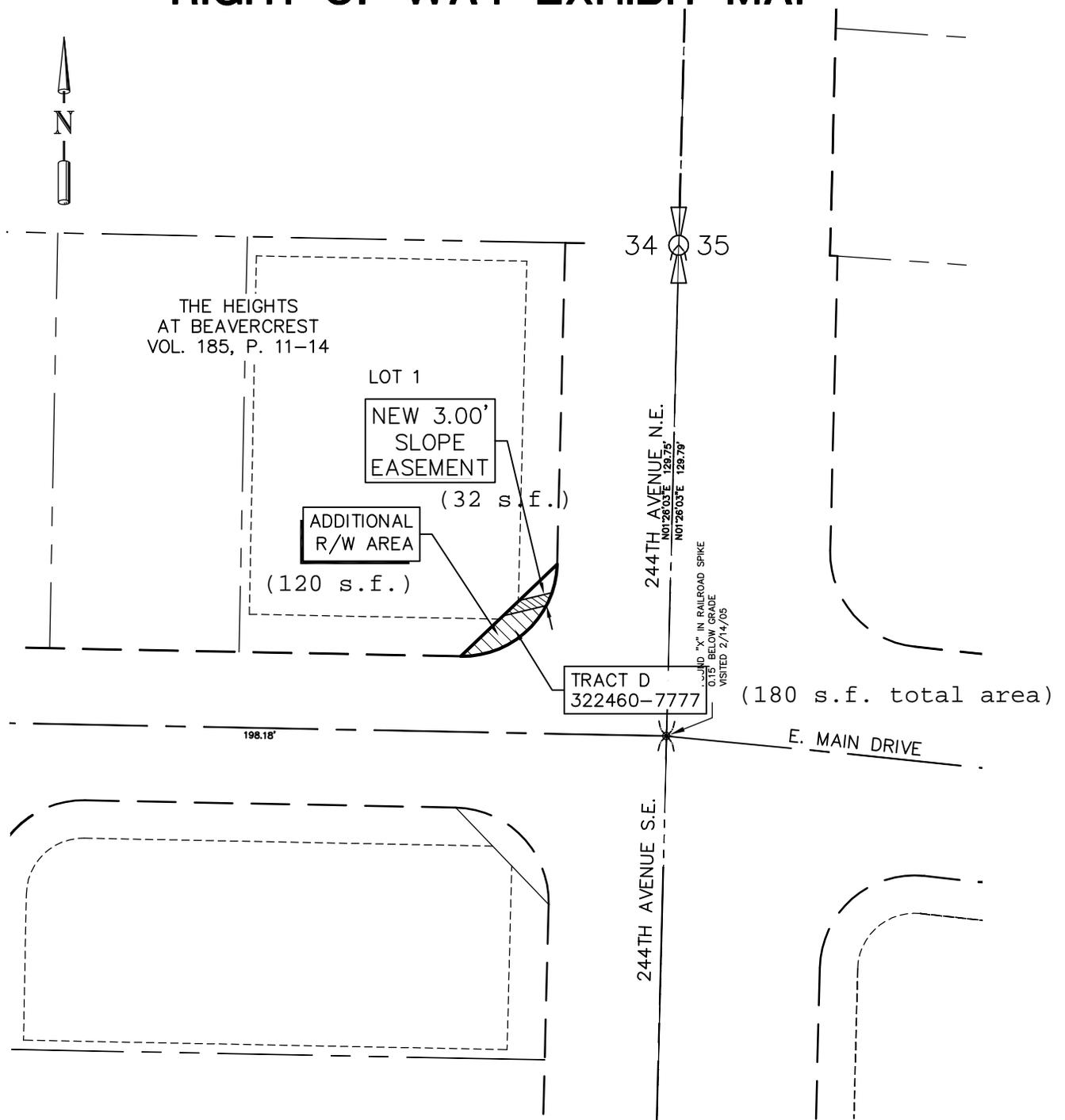
EXHIBIT A2 - FORD

RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043
Civil | Structural | Planning | Survey
paceengrs.com

RIGHT-OF-WAY EXHIBIT MAP



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
paceengrs.com

Exhibit "B"

LEGAL DESCRIPTIONS OF PROPERTIES

Property Owner Name: Alvendia
Tax Parcel No.: 342506-9050

The northeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in King County, Washington.

Property Owner Name: Ford
Tax Parcel No.: 342506-9047

That portion of the southeast quarter of the northeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Section 34;

Thence South 0°20'23" East along the east line of said Section 34, 970.61 feet to the true Point of Beginning;

Thence continuing South 0°20'23" East 410.21 feet to the southeast corner of said southeast quarter of the northeast quarter of the northeast quarter of Section 34;

Thence South 88°58'10" West 664.35 feet;

Thence North 0°25'29" West 409.10 feet;

Thence north 88°52'31" East 644.96 feet to the true Point of Beginning;

EXCEPT the east 30 feet for County Road, as conveyed to King County by deed recorded under Recording Number 3724467.

Property Owner Name: Beaver Crest I, Inc. (Vintage III)
Tax Parcel No.: 322460-7777

Tract D, The Heights at Beaver Crest, according to the plat thereof recorded in Volume 185 of Plats, pages 11 through 14, inclusive, in the City of Sammamish, King County, Washington.

Exhibit 4

PROPERTY OWNER CONTACT SUMMARY – ALVENDIA AND FORD

244TH Avenue Improvements

ALVENDIA	
2/7/2008	City's consultant meets with Mr. Alvendia, who is concerned that the proposed right-of-way dedication will cost him a building lot. Wants to know how much he can build on his property, and wants to meet with the City's wetland biologist.
2/21/2008	Meeting with Mr. Alvendia, including City Wetland Biologist and Senior Planner. The City's GPS wetland data suggest that the entire property is encumbered by wetland or wetland buffer, and that at most one building could be considered under a Reasonable Use Exception. Mr. Alvendia wants the City to purchase his entire property.
4/10/2008	Consultant calls Mr. Alvendia, who feels it is not right for his property value to be reduced because it is a wetland. Consultant refers owner to list of qualified appraisers, and discusses City's \$750 reimbursement for professional review services.
4/16/2008	Consultant calls Mr. Alvendia to set up meeting.
4/17/2008	Consultant calls Mr. Alvendia, who says he is working on addressing the valuation. Consultant reminds owner of reimbursement offer. Mr. Alvendia says no access to his property is a "deal killer".
4/22/2008	Meeting held with Mr. Alvendia, including City's design and right of way consultants. Discussed maintaining access to the property, and it was suggested that Mr. Alvendia begin preliminary planning process to determine what would be allowed on the property. Mr. Alvendia immediately went to the front counter to begin the process.
4/29/2008	Called Mr. Alvendia to tell him driveway plan was available.
5/2/2008	Met with Mr. Alvendia and land agent to discuss the driveway plan. Owner express concern about the utility connections, and intends to meet with the utilities right away.
5/7/2008	Consultant calls Mr. Alvendia, who says he is concerned about the utilities, and that he might miss something that will cost him later.
5/14/2008	Consultant talks with Mr. Alvendia, who feels he will incur a lot of expense excavating to reach the sewer main, because the road is higher, and says he will hire an attorney to help him with the condemnation hearing initiated by the City.
5/20/2008	Consultant talks with Mr. Alvendia, who claims that a previous development had made partial water and sewer connections to his property. Discussed a Possession and Use Agreement, but owner had complications hiring an attorney, which may be more expensive than \$750 for review. Owner wants 1) Access to the Property 2) Acceptable Utility Connections and 3) Written Assurances the City will carry out the agreement.
5/27/2008	Consultant called Mr. Alvendia to see if he made progress hiring an attorney. Owner said he was looking into it, but the holidays interfered.
6/4/2008	Consultant called owner, who was to send an email shortly stating a desire for left-turn access.
7/17/2008	Met with Mr. Alvendia to show draft plans for access, allowing left turns and including sewer and water dry connections.
9/26/2008	Met with Mr. Alvendia onsite to discuss revised access and utility locations.
10/22/2008	Emailed Mr. Alvendia after several call attempts previous week, as I had been waiting for his final requests before the City's Final Offer. The owner sent it, apologizing for the delay as a family member was sick.
11/12/2008	Final Offer and Possession and Use Agreement sent to Mr. Alvendia including up to

Exhibit 4

	\$3,500 for review reimbursement, with request for response by 11/21/2008.
11/16/2008	Consultant called Mr. Alvendia, but phone is no longer working.
11/20/2008	Consultant called Mr. Alvendia, but phone is no longer working.
11/21/2008	Consultant calls Mr. Alvendia on new number, who did not appear to have read the offer or agreement, and asked whether the offer was for a higher amount. Wanted everything to be in writing, which consultant assured him was in writing. Owner complained of being busy and needing to make a living.
11/25/2008	Mr. Alvendia counters with request for City to pay for design and construction of a sewer pump station for his development, and increase reimbursement offer from \$3,500 to \$7,500.
12/31/2008	Informed Mr. Alvendia that City will not accept his counter offer for the extra reimbursement or lift station design and construction. I urged Mr. Alvendia to hire a professional to respond to the City's appraisal. He then restated his complaint that his agreement with the Crosswater developer to construction water and sewer connections was not followed through, and said he would send a copy of the agreement.

FORD	
4/17/2008	Consultants meet with Fords at home, who prefer the road not be built, but seem ready to cooperate. They have questions about the new proposed access to their property, construction activity, and beavers.
4/21/2008	Consultant talked with Mrs. Ford about the survey stake in the existing driveway, and details of the drainage easement.
4/22/2008	Consultant called Mrs. Ford about City plans for utilities and their request for a wider driveway, like the one to the north.
4/23/2008	Consultant has conference call with Fords regarding the plans. Fords complain that the new driveway is too narrow, that the drainage easement could increase the flooding they have been experiencing, that the City should address the beaver activity, and whether the new gravel cost in the existing driveway could be recouped.
4/30/2008	Met with Fords and land consultants. Fords concerned that neighbors to north have better access, but I explain this serves multiple lots. Fords are concerned about noise, which has been addressed in EIS. Fords say they would consider signing a Possession and Use, since they do not oppose the roadway.
5/18/2008	Consultant sends valuation from appraiser to Fords, and Possession and Use Agreement (P&U).
5/20/2008	Consultant asks if there is a decision on the P&U, and Mrs. Ford says they have an attorney looking at it.
5/23/2008	Received letter from attorney representing Fords.
6/5/2008	Fords' attorney asks for modifications to the P&U.
8/1/2008	Sent drainage TIR to Ford attorney, who will have someone look at it.
8/29/2008	Sent Ford attorney the professional appraisal, which found no additional damages for the revised driveway.
10/15/2008	P&U revised by City Attorney, and sent to Ford attorney.
10/16/2008	Ford attorney does not like the language, so City Attorney pursues working it out.
10/30/2008	City Attorney is working with Ford attorney on P&U language.
11/5/2008	Received questions on comments on drainage TIR.
11/25/2008	Consultant calls Ford attorney, asking if Fords will sign P&U.

Exhibit 4

12/1/2008	Consultant calls a third time.
12/2/2008	Ford attorney says they will not sign P&U, but are working on a counter offer.
12/4/2008	Ford attorney sends counter offer of \$100,000 for additional damages, plus City to address beaver dams exacerbating Ford's flooding and drainage problems.
1/12/2008	City attorney informs Fords' attorney that City does not accept Ford counter offer.

Exhibit 5

Roundabout Study Information

Following is information from various roundabout studies. This information provides the results of numerous roundabout studies. Comparisons are generally between roundabout controlled intersections and traffic signal or 2 way stop controlled intersections.

TIME Article; 9/15/08;

Carmel, Indiana (50 roundabouts analyzed over a 7 year period) – 78% reduction in crashes involving injuries; 24,000 gallons of gas saved per intersection per year (\$84,000 savings per intersection per year @ \$3.50/gal.).

Kansas – 65% average reduction in delay at intersections with roundabouts.

Virginia (10 roundabouts) – 200,000 gallons of gas saved per year (\$700,000 savings per year total, \$70,000 savings per year per roundabout @ \$3.50/gal.).

Roundabouts reduce hydrocarbon emissions by up to 42%.

Virginia DOT (provided by Patrick McGrady of Reid-Middleton Consulting Engineers)

90% reduction in fatal crashes

75% reduction in injury crashes

30% to 40% reduction in pedestrian involved crashes

10% reduction in bicycle involved crashes

30% to 50% increase in traffic capacity

Slower vehicle speeds, under 25mph

Reduced air pollution

Reduced fuel usage

Reduced intersection noise

\$5,000 per year per intersection reduced maintenance costs

Improved visual quality/character through landscaping

Exhibit 5

Insurance Institute for Highway Safety (IIHS), April 2008 Q&A

2003 IIHS Study, 23 US intersections:

80% reduction in injury crashes

40% reduction in overall crashes

S. Eisenman, etal Study, NYDOT, 35 intersections:

75% reduction in injury crashes

37% reduction in overall crashes

FHWA, 2000, Unknown number of European & Australian Intersections

41% to 61% reduction in injury crashes

45% to 75% reduction in overall crashes

R. A. Retting, etal, 2002 ITE Journal Report, 3 single lane roundabout intersections in Kansas, Maryland, Nevada and

13% to 23% reduction in intersection delay

14% to 37% reduction in stopped vehicles

Approx. 70% of drivers support roundabouts a year after installation vs. 63% support immediately following installation vs. 31% support before installation

R. A. Retting, 2006 Report, 3 intersections in New Hampshire, New York, Washington and R. A. Retting, 2007 Study

89% average reduction in vehicle delay

56% average reduction in stopped vehicles

Approx. 70% of drivers support roundabouts a year after installation vs. 50% support immediately following installation vs. 36% support before installation

E. R. Russell, 2004 Kansas State University Report, 11 intersections in Kansas

65% average reduction in vehicle delay

52% average reduction in stopped vehicles

Exhibit 5

C. Berg, 2005 IIHS Study, 10 intersections where roundabouts WERE NOT installed

Missed Opportunities

Failed to reduce intersection delay by 62% to 74%

Failed to reduce vehicle delay by 325,000 hours per year

A. Varhelyi, 2002 Report

29% reduction in carbon monoxide emissions

21% reduction in nitrous oxide emissions

S. Mandavilli, et al., 2004 Report to Transportation Research Board (TRB)

32% reduction in carbon monoxide emissions

34% reduction in nitrous oxide emissions

37% reduction in carbon dioxide emissions

42% reduction in hydrocarbon emissions

A. Varhelyi, 2002 Report and J. Niittymaki, et al., 1999 Report, Urban Transport Systems Conference, Lund, Sweden

Approx. 30% reduction in fuel consumption

R. Retting, et al, 2007 Report

Approx. 2/3 of drivers 65 and older support roundabouts

B. N. Persaud, et al, 2001 Study

Average age of crash involved drivers in a roundabout does not increase over that at a traffic signal or stop sign controlled intersection.

W. Brilon, et al, 1993 German Study and C. Schoon, et al, 1994 Netherlands Study

Approx. 75% reduction in pedestrian involved crashes

U. Brude, et al, 2000 Study for Nordic Road & Transportation Research

Single lane roundabouts in particular have been reported to involve substantially lower pedestrian crash rates than comparable intersections with traffic signals.

Exhibit 5

B. Baranowski, May 2005 Report, TRB Roundabout Conference

23,000 roundabouts in France (2001); 1,329 injury accidents, 86 involving pedestrians (1 pedestrian injury accident per year per 267 roundabouts)

U. Brude, etal, 2000 Study for Nordic Road & Transportation Research, 72 roundabouts in Sweden

Single lane roundabouts – observed numbers of pedestrian crash were 3 to 4 times lower than for traffic signal controlled intersections.

R. Elvik, 2002 Report, 800 Roundabouts, Victoria, Australia, 1980-83

800 roundabouts in Victoria, Australia (1980-83); 35 pedestrian involved crashes total, 9 pedestrian crashes average per year (1 pedestrian involved crash per year per 89 roundabouts)

D. Guth, etal, 2002 Report, 400 Roundabouts, Melbourne, Australia, 1987-94

400 roundabouts in Melbourne, Australia (1987-94); 63 pedestrian involved crashes total, approx. 8 pedestrian crashes average per year (1 pedestrian involved crash per year per 50 roundabouts)

This study also found that the severity of pedestrian crashes was lower for roundabout controlled intersections vs. other forms of traffic control.

This study also found that blind pedestrians can adequately judge gaps at single lane roundabouts with little difficulty and as well as sighted pedestrians.

Compared with conventional intersections, roundabout design and operational characteristics can provide improved access and safety for blind as well as sighted pedestrians, and additional measures can be taken to further improve the safety of blind pedestrians at unsignalized roundabout crossings such as textured pavement, raised crosswalks (speed tables) and increased lighting.

The safety benefits of roundabouts to vehicle traffic and pedestrian traffic are considerable and because of this they will continue to be constructed in the USA.

Traffic signals appear to be unnecessary at single lane roundabouts ...

Washtenaw County, Michigan, Roads Commission, Safety Benefits of Modern Roundabouts

Vehicle to vehicle collision points reduced from 32 to 8, a 75% reduction.

Vehicle to pedestrian collision points reduced from 24 to 8, a 67% reduction.

IIHS, March 2000 Study, 24 Intersections in 8 States

39% reduction in all crash types.

76% reduction in injury crashes.

Exhibit 5

Maryland State Highway Administration, December 2002 Study, 30 Roundabouts in Maryland

73% reduction in annual crashes

85% reduction in crash severity

80% reduction in mean total crash rate

Maryland State Highway Administration, Unknown Date Study, 15 Single Lane Roundabouts in Maryland

100% reduction in fatal crash rates

82% reduction in injury crash rate

27% reduction in property damage only crash rate

60% reduction in total crash rate

Benefit/cost effectiveness – for every \$1 spent to construct a single lane roundabout, an \$8 savings is realized through reduced cost of crashes.

N. Lalani, 1975, Pedestrian Safety Study of 38 Roundabouts in the United Kingdom

46% reduction in total pedestrian involved collisions

70% reduction in fatal and serious pedestrian involved collisions.

United Kingdom DOT, 1987, Killing Speed and Saving Lives

Chance of death when a pedestrian is hit by a vehicle:

15% at 20 mph

45% at 30 mph

85% at 40 mph

Maryland State Highway Administration, October 2001, Maryland Roundabout Safety Experience, 8 Roundabouts

64% reduction in average annual accidents

83% reduction in average annual injury accidents

Exhibit 5

USDOT, FHWA, August 2008 Website Page, Roundabouts

IHS, etal, 2000 Study, 24 Roundabouts in Calif., Colo., Fl., Ka., Ma., Mary., S. Car. And Ver.

39% reduction in total crashes

76% reduction in injury crashes

90% reduction in fatal or incapacitating crashes

National Cooperative Highway Research Program Study, soon to be released

35% reduction in total crashes

76% reduction in fatal and injury crashes

Building more roundabouts will result in fewer crashes and less delay than stop and signal controlled intersections.

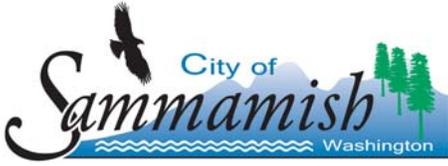
A desirable goal would be to build approximately 1,000 roundabouts per year.

N. Bhagwant, etal, Unknown Date, Observational Before and After Study of Effects of U.S. Roundabout Conversions (23 roundabouts in 7 states)

40% reduction in all crash severities

60% reduction in injury crashes

90% reduction in fatal and incapacitating crashes



CITY COUNCIL AGENDA BILL

Subject:**Interpretation Code Amendment**

A proposed ordinance to refine and clarify administrative procedures related to the interpretation of the Sammamish Municipal Code

Meeting Date: January 20, 2009

Date Submitted: December 10, 2008

Originating Department: Community Development

Action Required:

Continue Public Hearing. Second Reading and adoption of the ordinance.

Clearances:

- | | |
|--|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Exhibits:

1. Draft Ordinance
2. Draft Code Amendment (attachment to Ordinance)

Budgeted Amount: N/A – Legislative Approval

Summary Statement:

The proposed ordinance will amend SMC 21A.05 of the Sammamish Municipal Code to refine and clarify administrative procedures related to interpretations of the Sammamish Municipal Code. The amendment includes specific decision criteria for issuing an interpretation, and clarifies the appeal process to the Hearing Examiner. A minor change was made to code language changing “Calendar Days” to “Business Days”.

Background:

The City of Sammamish entered into a settlement agreement, entitled “Commons Settlement Agreement”, which required that the City develop procedures that would provide for an administrative appeal to the City hearing examiner, for interpretation of the City’s development codes. The proposed ordinance is entirely administrative in nature, and is consequently exempt from SEPA review and transmittal to the Washington Community, Trade, and Economic Development Department (CTED).

Recommended Motion:

Motion to approve ordinance.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2009 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTION 21A.05 OF THE SAMMAMISH MUNICIPAL CODE TO REFINE AND CLARIFY ADMINISTRATIVE PROCEDURES RELATED TO THE ISSUANCE OF INTERPRETATIONS OF THE DEVELOPMENT CODE, AND AMENDING CERTAIN OTHER CHAPTERS OF THE CITY OF SAMMAMISH MUNICIPAL CODE FOR CONSISTENCY WITH SECTION 21A.05

WHEREAS, the City Council adopted the City's Comprehensive Plan on September 16, 2003; and

WHEREAS, pursuant to RCW 36.70A.020, the City is required to plan under the adopted GMA goals adopted to guide the development and adoption of comprehensive plans and development regulations; and

WHEREAS, the City Council adopted the City of Sammamish Municipal Code on December 2, 2003; and

WHEREAS, the City of Sammamish entered into a settlement agreement, entitled "Commons Settlement Agreement", which required that the City develop procedures that would include an appeal to the City hearing examiner, for interpretation of the City's development codes; and

WHEREAS, the existing procedures for issuing an interpretation of the City's development codes are contained with chapters 5 and 100 of Title 21A of the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the recommended amendments to the Sammamish Municipal Code; and

WHEREAS, the City Council has considered the goals of the GMA as set forth in RCW 36.70A.020 and the amendments attached to this ordinance reflect the City's balancing of the public interests under the planning goals of the GMA.

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

Section 1. Amendments to the City of Sammamish Municipal Code Adopted. The amendments to the City of Sammamish Municipal Code, as set forth in Attachments "A" to this ordinance, are hereby adopted.

Section 2. Interpretation. The City Council authorizes the applicable director to administratively interpret these provisions as necessary to implement the intent of the City Council.

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 preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF JANUARY, 2009.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008
Public Hearing: December 16, 2008

Exhibit 1

First Reading: December 16, 2008
Public Hearing
Passed by the City Council:
Date of Publication:
Effective Date:

Proposed Sammamish Municipal Code Amendments:
Interpretation Code Amendments

Amendment List:

- SMC 21A.05.055 - Interpretation – Applicability and Intent
- SMC 21A.05.060 - Interpretation – General
- SMC 21A.05.070 - Interpretation – Standard industrial classification
- SMC 21A.05.080 - Interpretation – Zoning maps
- SMC 21A.05.085 - Interpretation – Public Request – acknowledgement - notice
- SMC 21A.05.090 - Administration and review authority
- SMC 21A.05.095 - Interpretation – Review
- SMC 21A.15.XXX - Code Interpretation
- SMC 21A.15.XXX - Development Regulation
- SMC 21A.100.050 - Director review – Decision regarding proposal.
- SMC 21A.100.055 - Director review - Procedure for issuance of interpretations.
- SMC 21A.100.060 - Director review – Decision final unless appealed.

Plain Text – Language existing within the Sammamish Municipal Code that will not change
Underlined Text – Language proposed to be added to the Sammamish Municipal Code
~~Strikethrough Text~~ – Language proposed to be deleted from the Sammamish Municipal Code

21A.05.055 Interpretation – Applicability and Intent

- (1) Intent. This chapter and SMC 21A.100 establish the procedure by which the City of Sammamish will render a formal interpretation of a development regulation. The purpose of such an interpretation includes clarifying conflicting or ambiguous provisions in the City's development regulations.
- (1)(2) Applicability. This chapter and SMC 21A.100 authorize the director to issue interpretations on regulations related to controls placed on development or land use activities by the City, including but not limited to, zoning ordinances, critical areas ordinances, shoreline master program requirements, official controls, subdivision ordinances, and binding site plan ordinances, together with any amendments thereto. Nothing in this chapter and SMC 21A.100 shall prevent interpretations related to the applicability of specific regulatory requirements contained within the Sammamish Municipal Code to individual projects. Further, nothing in this chapter or SMC 21A.100 shall preclude the director or Hearing Examiner from interpreting a regulatory requirement during the course of a public hearing.

21A.05.060 Interpretation – General.

- (1) In case of inconsistency or conflict, regulations, conditions, or procedural requirements that are specific to an individual land use shall supersede regulations, conditions, or procedural requirements of general application.
- (2) A land use includes the necessary structures to support the use unless specifically prohibited or the context clearly indicates otherwise.
- (3) In case of any ambiguity, difference of meaning, or implication between the text and any heading, caption, or illustration, the text and the permitted use tables in Chapter 21A.20 SMC shall control. All applicable requirements shall govern a use whether or not they are cross-referenced in a text section or land use table.
- (4) Unless the context clearly indicates otherwise, words in the present tense shall include past and future tense, and words in the singular shall include the plural, or vice versa. Except for words and terms defined in this title, all words and terms used in this title shall have their customary meanings.
- (5) A written interpretation by the director of the provisions of the Sammamish Municipal Code clarifies conflicting or ambiguous wording, or the scope or intent of the provisions of the code. The written interpretation shall control application of the code sections discussed in it to any specific land use application. Written interpretations issued for regulatory requirements that have been legislatively modified, repealed, or otherwise substantially changed, shall be considered null and void.
- (6) Any written interpretation shall not be applied retroactively, unless specifically required by the terms of the interpretation.

21A.05.070 Interpretation – Standard industrial classification.

- (1) All references to the standard industrial classification (SIC) are to the titles and descriptions found in the Standard Industrial Classification Manual, 1987 Edition, prepared by United States Office of Management and Budget that is hereby adopted by reference. The SIC is used, with modifications to suit the purposes of this title, to list and define land uses authorized to be located in the various zones consistent with the comprehensive plan land use map.

- (2) The SIC categorizes each land use under a general two-digit major group number, or under a more specific three- or four-digit industry group or industry number. A use shown on a land use table with a two-digit number includes all uses listed in the SIC for that major group. A use shown with a three-digit or four-digit number includes only the uses listed in the SIC for that industry group or industry.
- (3) An asterisk (*) in the SIC number column of a land use table means that the SIC definition for the specific land use identified has been modified by this title. The definition may include one or more SIC subclassification numbers, or may define the use without reference to the SIC.
- (4) The director shall determine whether a proposed land use not specifically listed in a land use table or specifically included within a SIC classification is allowed in a zone. The director's determination shall be based on whether or not permitting the proposed use in a particular zone is consistent with the purposes of this title and the zone's purpose as set forth in Chapter 21A.10 SMC, by considering the following factors:
 - (a) The physical characteristics of the use and its supporting structures, including but not limited to scale, traffic and other impacts, and hours of operation;
 - (b) Whether or not the use complements or is compatible with other uses permitted in the zone; and
 - (c) The SIC classification, if any, assigned to the business or other entity that will carry on the primary activities of the proposed use.

21A.05.080 Interpretation – Zoning maps.

Where uncertainties exist as to the location of any zone boundaries, the following rules of interpretation, listed in priority order, shall apply:

- (1) Where boundaries are indicated as paralleling the approximate centerline of the street right-of-way, the zone shall extend to each adjacent boundary of the right-of-way. Non-road-related uses by adjacent property owners, if allowed in the right-of-way, shall meet the same zoning requirements regulating the property owners lot;
- (2) Where boundaries are indicated as approximately following lot lines, the actual lot lines shall be considered the boundaries;
- (3) Where boundaries are indicated as following lines of ordinary high water, or government meander line, the lines shall be considered to be the actual boundaries. If these lines should change the boundaries shall be considered to move with them; and
- (4) If none of the rules of interpretation described in subsections (1) through (3) of this section apply, then the zoning boundary shall be determined by map scaling.

21A.05.085 Interpretation – public request – acknowledgement - notice.

- (1) A person may request a code interpretation by submitting a request in accordance with this chapter. The director may also issue a code interpretation on the director's own initiative.
- (2) A request for a code interpretation must be submitted in writing to the director.
- (3) A code interpretation request must:
 - (a) Be in writing and shall be clearly labeled – “Request for Code Interpretation.” Failure to satisfy this requirement relieves the director of any obligation to acknowledge or otherwise process the request;

- (b) Identify the person seeking the code interpretation and provide an address to which correspondence regarding the requested code interpretation should be mailed;
- (c) Identify the specific section or sections of the City of Sammamish's development regulations for which an interpretation is requested;
- (d) Identify the parcel or site, if the code interpretation request involves a particular parcel of property or site;
- (e) Identify the code enforcement action, if the code interpretation request involves a code enforcement case;
- (f) Be accompanied by the fee required as set forth by the adopted fee resolution; and
- (g) Be limited to a single subject, which may require interpretation of one or more code sections.

(4)

- (a) Within twenty-one days after receiving a code interpretation request, the director shall acknowledge receipt of the request. The director shall mail the acknowledgment to the person submitting the request at the address provided in the request. The acknowledgment shall include the following information, as applicable:
 - 1. If the director determines that the code interpretation request does not contain the information required under this section, the director shall identify in the acknowledgment the deficiencies in the code interpretation request. In such a situation, the director is under no obligation to process the code interpretation request until a code interpretation request complying with this chapter is submitted;
 - 2. If the director determines that the code interpretation request is ambiguous or unclear, the director may request that the person making the request to clarify the request. The director is under no obligation to process the code interpretation request until an adequately clarified code interpretation request is submitted;
 - 3. If the director determines that the code interpretation request presents substantially the same issue as is pending before an adjudicatory body, such as the City hearing examiner, the City council when acting as a quasi-judicial body, any other quasi-judicial agency or any local, state or federal court, the director shall so state in the acknowledgment. The director is then under no obligation to further process the code interpretation request; and
 - 4. If a code interpretation is requested regarding an issue that the director has previously addressed through a code interpretation, the director is not obligated to issue another code interpretation and shall so state in the acknowledgment required by this section and shall identify the previous code interpretation.
- (b) If the director determines that the code interpretation request relates to a particular parcel of property, the director shall cause notice of the code interpretation request to be given to the taxpayer of record for the subject parcel.
- (c) If the code interpretation request relates to a specific development project pending before the City, the director shall cause notice of the code interpretation request to be given to all parties of record for that project, including the applicant.

- (d) If the code interpretation is initiated by the City, the director shall cause notice of the code interpretation to be posted on the City's website and at City Hall in addition to any other notice required by this section.
- (e) The notice required under this section must include a copy of any code interpretation request and a copy of the director's acknowledgment. Notice to property tax payers, applicants, or persons requesting an interpretation, may be by United States mail or other appropriate method of delivery.

21A.05.090 Administration and review authority.

- (1) The examiner shall have authority to hold public hearings and make decisions and recommendations on reclassifications, subdivisions and other development proposals, and appeals, as set forth in Chapter 21A.100 SMC.
- (2) The director shall have the authority to grant, condition or deny applications for variances and conditional use permits, unless a public hearing is required as set forth in Chapter 21A.100 SMC, in which case this authority shall be exercised by the hearing examiner.
- (3) The director shall have the authority to issue a written code interpretation in accordance with the review procedures contained within Chapters 21A.05 and 21A.100 SMC. The director shall issue such interpretations as he or she deems necessary, or upon the request of any person, in cases of any ambiguity, difference of meaning, unclear procedural requirements, or other unclear regulatory requirements of the SMC.
- (4) An interpretation related to a development proposal must be requested prior to the date of expiration of any applicable administrative appeal period for a land use decision on the application to which the request relates.
- (5) The department shall have authority to grant, condition, or deny commercial and residential building permits, grading and clearing permits, and temporary use permits in accordance with the procedures set forth in Chapter 21A.100 SMC.
- (6)(4) Except for other agencies with authority to implement specific provisions of this title, the department shall have the sole authority to issue official interpretations of this title, pursuant to Chapter 2.55 SMC.

21A.05.095 Review.

- (1) Decision Basis. In issuing an interpretation consistent with this chapter, the director may consider the following:
 - (a) The purpose and intent statements of the chapters in question;
 - (b) Consistency with other regulatory requirements governing the same or a similar situation;
 - (c) The legislative direction of the City Council, if any, provided with the adoption the code sections in question;
 - (d) The policy direction provided by the Sammamish Comprehensive Plan, or other adopted policy documents, as amended;
 - (e) Relevant judicial actions related to the interpretation;
 - (f) Expected result or effect of the interpretation; and,
 - (g) Previous implementation of the regulatory requirements governing the situation.
- (2) Content. Consistent with the requirements of Chapter 21A.100 SMC, the director shall provide facts, findings, and conclusions supporting the interpretation. At a minimum these shall include the following:

- (a) A brief summary of the issue that requires an interpretation by the director;
- (b) The context of the interpretation, if not included or implied from the summary;
- (c) Citation of the decision basis from subsection (1) of this section; and,
- (a)(d) The interpretation, signature, and date.

...

21A.15.XXX “Code Interpretation” means a formal statement regarding the meaning or requirements of a particular provision in the City of Sammamish’s development regulations.

21A.15.XXX “Development Regulation” means the controls placed on development or land use activities by the City, including but not limited to, zoning ordinances, critical areas ordinances, shoreline master program requirements, official controls, subdivision ordinances, and binding site plan ordinances, together with any amendments thereto. A development regulation does not include a decision to approve a project permit application, as defined in RCW 36.70B.020, even though the decision may be expressed in an ordinance by the City.

...

21A.100.040 Director review – Actions subject to review.

Applications for variances, exceptions under SMC 21A.50.070~~(4)~~, interpretations under SMC 21A.05, and conditional uses shall be subject to the director review procedures set forth in this chapter.

21A.100.050 Director review – Decision regarding proposal.

- (1) Decisions regarding the approval or denial of proposals subject to director review shall be based upon compliance with the required showings of Chapter 21A.110 SMC, or in the case of interpretations, based upon compliance with the requirements of Chapter 21A.05 SMC.
- (2) The written decision contained in the record shall show:
 - (a) Facts, findings and conclusions supporting the decision and demonstrating compliance with the applicable decision criteria; and
 - (b) Any conditions and limitations imposed, if the request is granted.
- (3) The director shall mail a copy of the written decision to the applicant and to all parties of record.
- (4) Rules. The director shall adopt rules for the transaction of business and shall keep a public record of his or her actions, findings, waivers and determinations. (Ord. O99-29 § 1)

21A.100.055 Director Review - Procedure for issuance of interpretations.

- (1) A person may submit written analysis and supporting documentation to assist the director in analyzing a code interpretation request.

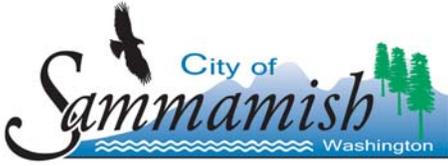
- (2) The director may conduct research or investigation as the director deems necessary to resolve the issue presented in the code interpretation request and may refer the request to department staff and other City staff for review and analysis.
- (3) A code interpretation must be in writing, clearly labeled – “Code Interpretation”, and describe the basis for the interpretation pursuant to SMC 21A.05.095.
- (4) The director shall issue a code interpretation within sixty days after receiving the code interpretation request, unless the director determines that based on the unusual nature of the issue additional time is necessary to respond to the request. If the code interpretation request relates to a specific development proposal that is pending before the department of community development or relates to a code enforcement action that is subject to appeal, the code interpretation shall become final when the department of community development issues its final decision on the underlying development proposal for a type 1 or 2 decision, the department makes its recommendation on a type 3 or 4 decision or, based on the code interpretation, the department issues a notice and order, citation or stop work order under SMC Title 23. If the director determines that a code interpretation request does not relate to a specific development proposal that is currently pending before the City or to a code enforcement action, the code interpretation is final when issued by the director.
- (5) The director shall maintain a list of indexed code interpretations for public inspection.
- (6) The director shall mail copies of the code interpretation to the following:
 - (a) The person who requested the code interpretation;
 - (b) If the director determines that the code interpretation relates to a specific development proposal that is pending before the City, the applicant and all other parties of record for that proposal;
 - (c) If the director determines the code interpretation relates to a specific parcel of property, the taxpayer of record for that parcel; and
 - (d) Any person who has submitted written comments regarding the director's review of the code interpretation request.
- (7) When it is final, a code interpretation remains in effect until it is rescinded in writing by the director or it is modified or reversed on appeal by the hearing examiner, the City council or an adjudicatory body.
- (8) A code interpretation issued by the director governs all staff review and decisions unless withdrawn, or modified by the director or modified or reversed on appeal by the City hearing examiner, City council, or an adjudicatory body.

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

- (1) The decision of the director shall be final unless the applicant or an aggrieved party files an appeal to the hearing examiner pursuant to Chapter 20.10 SMC.
- (2) The interpretation of the director shall be final except for any appeal allowed as follows:
 - (a) If the director determines that a code interpretation is necessary for review of a specific development proposal that is currently before the department, and the development project is subject to an administrative appeal, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process as the underlying development project. If the director determines that a code interpretation request relates to a code enforcement action, any appeal of the code interpretation shall be consolidated with and is subject to the same appeal process

as the code enforcement action. If the City of Sammamish hearing examiner makes the City's final decision with regard to the underlying permit, other approval type or code enforcement action regarding which the interpretation was requested, the hearing examiner's decision constitutes the City's final decision on the code interpretation request. If the City council, acting as a quasi-judicial body, makes the City's final decision with regard to the underlying permit or other approval type regarding which the interpretation was requested, the City council's decision constitutes the City's final decision on the code interpretation request.

- (b) If the director issues a code interpretation that is not associated with one of the items described in subsection (a) above, the interpretation may be appealed to the hearing examiner within twenty one days of the date the notice of the interpretation is provided.
- (2) The hearing examiner shall review and make decisions based upon information contained in the written appeal and the record.
 - (3) The hearing examiner's decision may affirm, modify, or reverse the decision of the director.
 - (4) As provided by SMC 20.10.240(1) and (2):
 - (a) The hearing examiner shall render a decision within 10 days of the closing of hearing; and
 - (b) The decision shall be final unless appealed under the provisions of SMC 20.10.250(1).
 - (5) Establishment of any use or activity authorized pursuant to a conditional use permit or variance shall occur within four years of the effective date of the decision for such permit or variance; provided, that for schools this period shall be five years. This period may be extended for one additional year by the director if the applicant has submitted the applications necessary to establish the use or activity and has provided written justification for the extension.
 - (6) For the purpose of this section, "establishment" shall occur upon the issuance of all local permit(s) for on-site improvements needed to begin the authorized use or activity; provided, that the conditions or improvements required by such permits are completed within the timeframes of said permits.
 - (7) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance are met. (Ord. O99-29 § 1)



CITY COUNCIL AGENDA BILL

Subject: Ordinance: Second Reading Minor Code Amendments and Corrections to Titles 16, 20, 21A, and 23.

Meeting Date: January 20, 2009

Date Submitted: December 8, 2008

Originating Department: Community Development

Clearances:

Action Required: Continue Public Hearing. Second Reading and adopt ordinance.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Ordinance amending the Sammamish Municipal Code with Attachment A (Miscellaneous Code Corrections Titles 16, 20, 21A, and 23).
2. Planning Commission Memo

Budgeted Amount: N/A

Background:

The Planning Commission completed two public meetings on February 21, 2008 and June 19, 2008 and held a public hearing on July 10, 2008. The Planning Commission held a joint meeting with the City Council on October 20, 2008 to discuss these proposed amendments.

Minor Code Amendments contain:

- Minor corrections such as incorrect numbering in the text or incorrect municipal code citations.
- Corrections to the code to reintroduce exemptions to the Clear and Grade section of the code which were unintentionally removed when the City adopted the International Building Code. For instance, an exemption from

- requiring a grading permit for less than 50 cubic yards of grade and fill, and exemptions for septic field installation.
- Corrections and clarifications in the definitions section.
 - Revisions of the interior lot line setback distances in R-4 to make them consistent with other zones. Currently, R-4 has a 7 foot interior lot line setback all of the other zones have a 5 foot interior setback.
 - Elimination of the allowance of commercial establishments of 5,000 square feet or less in any residential zone, where the parcel is at least one mile from the nearest commercial area. This was a hold over from King County's code and was intended for rural areas.
 - Corrections to the Title 21A eliminating conflicts with other municipal code sections and standards, such as the street tree requirements which appear in both the landscape section of the code and in the Public Works Standards.
 - Minor Code Amendments reflecting changes from the January 13, 2009 Study Session will be distributed at the January 20, 2009 Council.

Financial Impact: N/A.

Recommended Motion: Motion to adopt ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2009-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING Titles 16, 20, 21A, and 23 OF THE
SAMMAMISH MUNICIPAL CODE**

WHEREAS, pursuant to the provisions of of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Titles, 16, 20, 21A, and 23, which regulates construction, land use, and code enforcement; and

WHEREAS, the City finds it in the interest of the City of Sammamish to correct, typographical and numbering errors, correct and clarify definitions, reinstate exemptions that were eliminated in previous code amendments, clarify the code, and make other minor revisions; and

WHEREAS, the Planning Commission considered the proposed ordinance that revises the Sammamish Municipal Code, Titles 16, 20, 21A and 23, during their regular meetings on February 21, and June 19, 2008; and

WHEREAS, an Environmental Checklist for the proposed amendments, a non-project action, was prepared pursuant to Washington Administrative Code Chapter 197-11 and City of Sammamish Municipal Code Chapter 20.15, and a Determination of Non-Significance (DNS) was issued on August 28, 2008 with the comment period ending on September 10, 2008; and

WHEREAS, the Planning Commission held a public hearing on July 10, 2008, to consider the proposed amendments to the Sammamish Municipal Code; and

WHEREAS, the Planning Commission, after due consideration, recommended amendments to Title 16, 20, 21A, and 23 of the Sammamish Municipal Code to the City Council; and

WHEREAS, the City Council finds the proposed amendments to the Sammamish Municipal Code to be consistent with, and to implement the intent of, the Comprehensive Plan; and

WHEREAS, after providing public notice, the City Council held a public hearing on December 16, 2008, to consider amending the Sammamish Municipal Code in accordance with the proposed amendments; and

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

SECTION 1. The proposed amendments to Titles 16, 20, 21A, and 23, are adopted as set forth in Exhibit A to this Ordinance

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ____ DAY OF JANUARY, 2009.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 10, 2008
Public Hearing:	December 16, 2008
First Reading:	December 16, 2008
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Chapter 16.15 Clearing and Grading

16.15.050 Clearing and grading permit required – Exceptions.

No person shall do any clearing or grading without first having obtained a clearing and grading permit from the director except for the following:

- (1) An on-site excavation or fill for basements and footings of a building, retaining wall, parking lot, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure;
- (2) Maintenance of existing driveways or private access roads within their existing road prisms; provided, that the performance and restoration requirements of this chapter are met and best management practices are utilized to protect water quality;
- (3) Any grading within a publicly owned road right-of-way, provided this does not include clearing or grading that expands further into a critical area or buffer;
- (4) Clearing or grading by a public agency for the following routine maintenance activities:
 - (a) Roadside ditch cleaning, provided the ditch does not contain salmonids;
 - (b) Pavement maintenance;
 - (c) Normal grading of gravel shoulders;
 - (d) Maintenance of culverts;
 - (e) Maintenance of flood control or other approved surface water management facilities;
 - (f) Routine clearing within road right-of-way;
- (5) Cemetery graves; provided, that this exception does not apply except for routine maintenance if the clearing or grading is within a critical area as regulated in Chapter 21A.50 SMC;
- (6) Minor stream restoration projects for fish habitat enhancement by a public agency, utility, or tribe as set out in Chapter 21A.50 SMC;
- (7) Any clearing or grading that has been approved by the director as part of a commercial site development permit and for which a financial guarantee has been posted;
- (8) The following activities are exempt from the clearing requirements of this chapter and no permit shall be required:
 - (a) Normal and routine maintenance of existing lawns and landscaping, **including up to 50 cubic yards of top soil, mulch, or bark materials added to existing landscaped areas** subject to the limitations ~~on the use of pesticides~~ in critical areas and their buffers as set out in Chapter 21A.50 SMC;
 - (b) Emergency tree removal to prevent imminent danger or hazard to persons or property;
 - (c) Normal and routine horticultural activities associated with commercial orchards, nurseries, or Christmas tree farms subject to the limitations on the use of pesticides in critical areas as set out in Chapter 21A.50 SMC. This does not include clearing or grading in order to develop or expand such activities;
 - (d) Normal and routine maintenance of existing public park properties and private and public golf courses. This does not include clearing or grading in order to develop or expand such activities in critical areas;

- (e) Removal of noxious weeds from steep slope hazard areas and the buffers of streams and wetlands subject to the limitations on such removal and the use of pesticides in critical areas as set out in Chapter 21A.50 SMC;
- (f) Pruning and limbing of vegetation for maintenance of above-ground electrical and telecommunication facilities; provided, that the clearing is consistent with the electric, natural gas, cable communication and telephone utility exemption in critical areas as regulated in Chapter 21A.50 SMC;
- (9) The cutting and removal of any coniferous tree of less than eight inches DBH or any deciduous tree of less than 12 inches DBH when not located within a critical area or buffer;
- (10) The pruning, limbing, and general maintenance of trees outside of environmentally critical areas and buffers, consistent with the requirements of Chapter 21A.35 SMC; and
- (11) The pruning, limbing, and general maintenance of trees in buffers or that are otherwise required to be retained pursuant to Chapter 21A.50 SMC and :
- (12) An excavation that is less than 2 feet in depth or does not create a cut slope greater than 5 feet in height and steeper than 1 unit vertical in 2 units horizontal (66.7% slope), that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and: :**
- (13) A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and:**
- (14) Normal routine maintenance of existing single family drainage systems, including but not limited to excavation to replace existing pipes, catch basins and infiltration trenches, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course, excluding work in critical areas and their buffers, and:**
- (15) Installation of sanitary septic systems with King County Health District approval and inspection.**

16.15.070 Permit requirements.

Except as exempted in SMC 16.15.050, no person shall do any clearing or grading without first obtaining a clearing and grading permit from the director. A separate permit shall be required for each site and may cover both excavations and fills.

(1) Application. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished for that purpose. The director shall prescribe the form by which application is made. No application shall be accepted unless it is completed consistent with the requirements of this chapter and the permit process and procedures chapter of SMC Title 20. In addition to the requirements of SMC 20.05.040 every application shall:

- (a) Identify and describe the work to be covered by the permit for which application is made;
- (b) Describe the land on which the proposed work is to be done, by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed site;

- (c) Identify and describe those critical areas as defined in Chapter 21A.50 SMC on or adjacent to the site;
- (d) Indicate the estimated quantities of work involved;
- (e) Identify any clearing restrictions contained in SMC 16.15.120 wildlife habitat corridors pursuant to Chapter 21A.30 SMC, critical drainage areas established by administrative rule or property-specific development standards pursuant to Chapter ~~21A.85 SMC~~ **21A.50.225 SMC**;
- (f) Be accompanied by plans and specifications as required in subsections (2) and (3) of this section;
- (g) Designate who the applicant is, on a form prescribed by the department, except that the application may be accepted and reviewed without meeting this requirement when a public agency or public or private utility is applying for a permit for property on which the agency or utility does not own an easement or right-of-way and the following three requirements are met:
 - (i) The name of the agency or public or private utility is shown on the application as the applicant;
 - (ii) The agency or public or private utility includes in the complete application an affidavit declaring that notice of the pending application has been given to all owners of property to which the application applies, on a form provided by the department; and
 - (iii) The form designating the applicant is submitted to the department prior to permit issuance; and
- (h) Give such other information as may be required by the director.

Chapter 16.20 Construction Administrative Code.

16.20.200 Work exempt from permit.

Exemptions from permit requirements of this code and Chapter 16.05 SMC shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code and Chapter 16.05 SMC or any other laws or ordinances of the City of Sammamish. Permits shall not be required for the following:

- (1) Building.
 - (a) One-story detached accessory structures accessory to residential buildings constructed under the provisions of the IRC used as tool and storage sheds, tree-supported play structures, playhouse and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²) and the structure is located in accordance with all land use regulations.
 - (b) Fences not over six feet (1,829 mm) high.
 - (c) Oil derricks.
 - (d) Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids, and are not located in critical areas including steep slopes, wetland buffers, shorelines, etc.
 - (e) Rockery walls which are not over four feet (1,219 mm) in height measured from finished grade to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids, and are not located in critical areas including steep slopes, wetland buffers, shorelines. etc.

- (f) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two to one.
- (g) Sidewalks and driveways associated with residential buildings constructed under the provisions of the IRC.
- (h) Decks and associated platforms and steps accessory to residential buildings constructed under the provisions of the IRC which are not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.
- (i) Painting, papering, tiling, carpeting, cabinets, countertops, nonstructural wood or vinyl siding ~~placed over existing siding~~, and similar finish work.
- (j) ~~In-kind~~ Reroofing of one- and two-family dwellings, provided **the new roofing material does not increase the dead load on the roof and** the roof sheathing is not removed or replaced.
- (k) Temporary motion picture, television and theater stage sets and scenery.
- (l) Prefabricated portable swimming pools and hot tubs accessory to a one- and two-family dwelling or Group R-3 occupancy, which are less than 36 inches (915 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
- (m) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
- (n) Swings, slides and other similar playground equipment.
- (o) Window awnings supported by an exterior wall of a one- and two-family dwelling or Group R-3, and Group U occupancies, which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
- (p) Nonfixed and movable fixtures cases, racks, counters and partitions not over five feet nine inches (1,753 mm) in height.
- (q) Satellite earth station antennas six and one-half feet (two m) or less in diameter or diagonal in zones other than residential zones.
- (r) Satellite earth station antennas three and one-quarter feet (one m) or less in diameter in residential zones.
- (s) Video programming service antennas three and one-quarter feet (one m) or less in diameter or diagonal dimension, regardless of zone.
- (t) Work as noted in SMC 16.20.025, Exceptions.
- (2) Mechanical.
 - (a) Portable heating, cooking, or clothes-drying appliances.
 - (b) Portable ventilation equipment.
 - (c) Portable cooling unit.
 - (d) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code and Chapter 16.05 SMC.
 - (e) Replacement of any part which does not alter its approval or make it unsafe.
 - (f) Portable evaporative cooler.
 - (g) Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

- (h) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.
- (3) Plumbing.
 - (a) The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.
 - (b) The clearing of stoppages.
 - (c) Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes. (Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.393 Temporary Erosion and Sediment Control Inspection.

Temporary Erosion and Sediment control inspections shall be made after all required silt fencing, construction fencing, straw bales, storm drain catch basin inserts (socks) entrance rocking, other required elements are in place and prior to commencement of construction and/or clearing the site.

16.20.395 Footing and foundation inspection.

Footing and foundation inspections shall be made after poles or piers are set, trenches or basement areas are excavated, or excavations for footings are complete, any forms erected, and all required hold-down anchor bolts, hold-down straps, and any required reinforcing steel is in place and supported. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment, ~~and~~ **special requirements for wood foundations, and for any setbacks required from property lines; building setback lines; critical area buffers; and/or the ordinary high water mark on lake properties.** For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job; except where concrete is ready-mixed in accordance with ASTM C 94, the concrete need not be on the job. (Ord. O2007-214 § 1; Ord. O2004-148 § 3)

16.20.415 Roof sheathing inspection.

The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved **and, confirmation that the height of the structure is in conformance with the requirements of the Development Code Title 21A and/or Shoreline Master Program**(Ord. O2004-148 § 3)

Title 20

20.05.020 Classifications of land use decision processes.

- (1) Land use permit decisions are classified into four types, based on the amount of discretion associated with each decision. Procedures for the four different types are

distinguished according to who makes the decision, whether public notice is required, whether a public hearing is required before a decision is made, and whether administrative appeals are provided. The types of land use decisions are listed in Exhibit A of this section.

(a) Type 1 decisions are made by the director (director) of the department of community development (department). Type 1 decisions are non-appealable administrative decisions that require the exercise of little or no administrative discretion. For Type 1 decisions for which the department has issued a SEPA threshold determination, the issuance of any subsequent permits shall not occur until any allowed administrative appeal of the SEPA threshold determination is decided.

(b) Type 2 decisions are made by the director, or his or her designee. Type 2 decisions are discretionary decisions that are subject to administrative appeal in accordance with applicable provisions of law or ordinance.

(c) Type 3 decisions are quasi-judicial decisions made by the hearing examiner following an open record hearing. Type 3 decisions may be appealed to superior court.

(d) Type 4 decisions are quasi-judicial decisions made by the hearing examiner. Type 4 decisions may be appealed to the State Shoreline Hearings Board.

(2) Except as provided in SMC 20.15.130(1)(f) and 25.35.060 or unless otherwise agreed to by the applicant, all Type 2, 3 and 4 decisions included in consolidated permit applications that would require more than one type of land use decision process may be processed and decided together, including any administrative appeals, using the highest numbered land use decision type applicable to the project application.

(3) Certain development proposals are subject to additional procedural requirements beyond the standard procedures established in this chapter.

(4) Land use permits that are categorically exempt from review under the State Environmental Policy Act (SEPA) will not require a threshold determination (determination of nonsignificance (DNS) or determination of significance (DS)). For all other projects, the SEPA review procedures codified in Chapter 20.15 SMC are supplemental to the procedures set forth in this chapter.

Exhibit A
LAND USE DECISION TYPE

Type 1	Decision by director, no administrative appeal	Building; clearing and grading; boundary line adjustment; temporary use ; right-of-way; road variance except those rendered in conjunction with a subdivision or short plat decision ; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter 15.05 SMC; shoreline exemption; approval of a conversion harvest plan
Type 2	Decision by director appealable to hearing examiner, no further administrative	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit;

		temporary use; Shoreline substantial development permits (SSDP); procedural and substantive SEPA decision; site development permit; approval of residential density incentives or transfer of development credits; reuse of public schools; reasonable use exceptions under SMC 21A.50.070(2); preliminary determinations under SMC 20.05.030(2); critical areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan
Type 3	Recommendation by director, hearing and decision by hearing examiner appealable to superior court	Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications ² ; urban planned development; special use
Type 4	Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	Shoreline substantial development permits ; shoreline variances; shoreline conditional use permits

1 The road variance process is administered by the City engineer pursuant to the City’s street standards as set forth in the public works standards.

2 Approvals that are consistent with the interim comprehensive plan may be considered by the examiner at any time. Zone reclassifications that are not consistent with the interim comprehensive plan require a site-specific land use map amendment and the City council’s hearing and consideration will be scheduled with the amendment to the interim comprehensive plan pursuant to SMC 24.25.040 and 24.25.050.

(Ord. O2004-150 §§ 1 – 4; Ord. O2000-63 §§ 1, 2, 3; Ord. O99-29 § 1)

20.05.070 Vesting.

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

(2) Supplemental information required after vesting of a complete application shall not affect the validity of the vesting for such application.

(3) Vesting of an application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals. (Ord. O99-29 § 1)

20.10.240 Written recommendation or decision.

(1) Within 10 days of the conclusion of a hearing or rehearing, the examiner shall render a written recommendation or decision and shall transmit a copy thereof to all persons of record. The examiner's decision shall identify the applicant and/or the owner by name and address.

~~(2) The City clerk shall place a proposed ordinance that implements the examiner's recommended action on the agenda of the next available City council meeting for adoption; provided, that no final action to amend or reverse the hearing examiner's recommendation shall be taken at that meeting and notice to parties shall be given before the adoption of a substitute or amended ordinance that amends or reverses the examiner's recommendation; provided further, the City council by motion may remand to the examiner for the purpose of further hearing, receipt of additional information, or further consideration when determined necessary prior to the City council's taking final action thereon.~~

~~(3)~~**(2)** Decisions of the examiner in cases identified in SMC 20.10.070 shall be final and reviewable pursuant to SMC 20.10.250(1). (Ord. O99-29 § 1)

Title 21A.

21A.15.020 Accessory use, residential.

"Accessory use, residential" means:

(1) A use, structure, or activity that is subordinate and incidental to a residence on the same parcel including, but not limited to, the following uses:

- (a) Accessory living quarters and dwellings;
- (b) Fallout/bomb shelters;
- (c) Keeping household pets;
- (d) On-site rental office;
- (e) Pools, private docks, piers;
- (f) Antennas for private telecommunication services;
- (g) Storage of yard maintenance equipment;
- (h) Storage of private vehicles, e.g., motor vehicles, boats, trailers or planes;
- (i) Greenhouses.

(j) Garages

(2) Some accessory uses within the scope of this section may be defined separately to enable the code to apply different conditions of approval. (Ord. O2003-132 § 10)

21A.15.078 Barn. "Barn" means: A large agricultural building for storage of agricultural products and sheltering livestock.

21A.15.220 Community residential facility (CRF).

"Community residential facility (CRF)" means living quarters meeting applicable federal and state standards that function as a single housekeeping unit and provide supportive services, including but not limited to counseling, rehabilitation, and medical supervision;

excluding drug and alcohol detoxification which is classified in SMC 21A.20.050 as health services. CRFs are further classified as follows:

- (1) CRF-I – ~~Nine~~ 7 to 10 residents and staff; (*Note: Single family is defined as 6 or fewer residents—it left a gap of 2*)
- (2) CRF-II – 11 or more residents and staff.

21A.15.520 Forest practice.

"Forest practice" means any activity regulated by the Washington Department of Natural Resources in WAC Title 222 or Chapter ~~79.06~~ 76.09 RCW for which a forest practice permit is required, together with:

- (1) Fire prevention, detection and suppression; and
- (2) Slash burning or removal. (Ord. O2003-132 § 10)

21A.15.725 Lot.

"Lot" means a physically separate and distinct parcel of property **and on lake front properties above Ordinary High Water Mark**, which has been created pursuant to SMC Title 19, Subdivisions **or state law**. (Ord. O2003-132 § 10)

21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential	COMMERCIAL		
	Urban Residential	Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	DWELLING UNIT< TYPES:					
*	Single Detached	P C11 <u>C9</u>	P C11 <u>C9</u>			
*	Townhouse	P10 P9 €	P	P2	P2	P2
*	Apartment	P3, P4	P	P2	P2	P2
*	Mobile Home Park	C7 C6	P			
	GROUP RESIDENCES					
*	Community Residential Facility-I	C	P	P2	P2	P2
*	Community Residential Facility II	P	P	P2	P2	P2
*	Dormitory	C5 C4	P			
	Senior citizen		P	P2	P2	P2

	assisted housing					
	ACCESSORY USES:					
*	Residential Accessory uses	P6 P5	P6 -P5	P6 -P5	P6 -P5	P6 -P5
*	Home Occupation	P	P	P	P	P
*	Home Industry	C				
	TEMPORARY LODGING:					
7011	Hotel/Motel (1)				P	P
*	Bed and Breakfast guesthouse	P8 -P7	P8 -P7	P8 P7	P9 <u>P8</u>	
7041	Organization hotel/lodging houses					

B. Development Conditions.

1. Except bed and breakfast guesthouses.
2. Only as part of a mixed use development subject to the conditions of Chapter 21A.30 SMC, except that in the NB zone on properties with a land use designation of commercial outside of center (CO) in the urban areas, stand-alone townhouse developments are permitted subject to the provisions of SMC 21A.25.040, 21A.30.020, 21A.30.040 and 21A.30.140.
3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.
- ~~4. Only subject to the residential density incentive provisions of Chapter 21A.75 SMC.~~
- 5. 4.** Only as an accessory to a school, college/university, or church.
- 6. 5.** a. Accessory dwelling units:
 - (1) Only one accessory dwelling per primary single detached dwelling unit;
 - (2) Only in the same building as the primary dwelling unit when the lot is less than 10,000 square feet in area or when there is more than one primary dwelling on a lot;
 - (3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;
 - (a) One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;
 - (b) When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;
 - (c) The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of family in SMC 21A.15.450;
 - (d) Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;
 - (4) One additional off-street parking space shall be provided;
 - (5) The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and

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

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

- (1) No aircraft sales, service, repair, charter, or rental; and
- (2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.

~~7.6.~~ Mobile home parks shall not be permitted in the R-1 zones.

~~8.7.~~ Only as an accessory to the permanent residence of the operator, provided:

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

~~9.8.~~ Only when part of a mixed use development..

~~10.~~—A conditional use permit is not required for townhouse units on lots in a subdivision designed for townhouse units.

~~11.9.~~ Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(6) of this section. (Ord. O2003-132 § 11)

21A.20.050 General services land uses.

A. Table of General Services Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential		COMMERCIAL		
	Urban Residential		Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	Personal Services					
72	General Personal Service	C21	C21	P	P	P3

(NO OTHER CHANGES IN THIS SECTION of the TABLE)

*	Theater production services				P25 P24	
*	Artist Studios	P23 P22	P23 P22	P	P	P24 P23
*	Interim recycling facility	P17	P17	P18	P18	

	HEALTH SERVICES:					
	No changes in this section					
	EDUCATION SERVICES:					
*	Elementary school	P	P	P8	P8	P8
*	Middle/junior high school	P	P			
	Secondary or high school	P22	P22 P 21			
	No other changes in this section					

B. Development Conditions.

1. Except SIC Industry No. 7534, Tire retreading, see manufacturing permitted use table.

2. Except SIC Industry Group Nos.:

a. 835 – Daycare services; and

b. 836 – Residential care, which is otherwise provided for on the residential permitted land use table.

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

a. 723 – Beauty shops;

b. 724 – Barber shops;

c. 725 – Shoe repair shops and shoeshine parlors;

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

e. 217 – Carpet and upholstery cleaning.

4. Only as an accessory to a cemetery.

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

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

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

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

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

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

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

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

- c. Direct access to a developed arterial street shall be required in any residential zone; and
- d. Hours of operation may be restricted to assure compatibility with surrounding development.
- 9.
 - a. No burning of refuse or dead animals is allowed;
 - b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
 - c. The provisions of Chapter 21A.65 SMC relative to animal keeping are met.
- 10. The repair work or service shall only be performed in an enclosed building, and no outdoor storage of materials. SIC Industry No. 7532, Top, body, and upholstery repair shops and paint shops, is not allowed.
- 11. Only as a re-use of a public school facility subject to the provisions of Chapter 21A.70 SMC.
- 12. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.
- 13. Covered riding arenas are subject to the provisions of Chapter 21A.65 SMC and shall not exceed 20,000 square feet; provided, that stabling areas, whether attached or detached, shall not be counted in this calculation.
- 14. All instruction must be within an enclosed structure.
- 15. Only as an accessory to residential use, provided:
 - a. Students are limited to 12 per one-hour session;
 - b. All instruction must be within an enclosed structure; and
 - c. Structures used for the school shall maintain a distance of 25 feet from property lines adjoining residential zones.
- 16. Subject to the following:
 - a. Structures used for the school and accessory uses shall maintain a minimum distance of 25 feet from property lines adjoining residential zones;
 - b. On lots over two and one-half acres:
 - (1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;
 - (2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,000 square feet and is located in the same structure as the school; and
 - (3) Other incidental student-supporting uses are allowed, provided such uses are found to be both compatible with and incidental to the principal use; and
 - c. On sites over 10 acres, and zoned R-1, and/or R-4:
 - (1) Retail sales of items related to the instructional courses is permitted, provided total floor area for retail sales is limited to 2,000 square feet;
 - (2) Sales of food prepared in the instructional courses is permitted, provided total floor area for food sales is limited to 1,750 square feet and is located in the same structure as the school;
 - (3) Other incidental student-supporting uses are allowed, provided such uses are found to be functionally related, subordinate, compatible with and incidental to the principal use;

- (4) The use is integrated with allowable agricultural uses on the site;
 - (5) Advertised special events shall comply with the temporary use requirements of this chapter; and
 - (6) Existing structures that are damaged or destroyed by fire or natural event, if damaged by more than 50 percent of their prior value, may reconstruct and expand an additional 65 percent of the original floor area but need not be approved as a conditional use if their use otherwise complies with the standards set forth in development condition (B)(16)(c) of this section and the requirements of this title.
17. Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.
18. With the exception of drop box facilities for the collection and temporary storage of recyclable materials, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted.
19. Only when adjacent to an existing or proposed school.
20. Limited to columbariums accessory to a church; provided, that required landscaping and parking are not reduced.
- ~~21. Not permitted in R-1 and limited to a maximum of 5,000 square feet per establishment and subject to the additional requirements in SMC 21A.25.230.~~
- ~~22.~~ **21.** a. New high schools shall be permitted in urban residential zones subject to the review process set forth in Chapter 21A.100 SMC; and
- b. Renovation, expansion, modernization, or reconstruction of a school, or the addition of relocatable facilities, is permitted.
- ~~23.~~ **22.** Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC or as a joint use of an existing public school facility.
- ~~24.~~ **23.** All studio use must be within an enclosed structure.
- ~~25.~~ **24.** Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.
(Ord. O2003-132 § 11)

21A.20.070 Retail land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential	COMMERCIAL		
	Urban Residential	Neighborhood Businesses	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
*	Building hardware and garden materials			P1	P	
*	Department and variety stores	C8	C8	P	P	C
54	Food Stores	P9	P9	P	P	C
*	Agricultural product sales	P2				
553	Auto Supply Stores				P4	
554	Gasoline Service Stations			P	P	
56	Apparel and accessory stores				P	
*	Furniture and Home Furnishing stores				P	
58	Eating and Drinking places	C10	C10	P5	P	P
*	Drug Stores	C9	C9	P	P	C
592	Liquor				P	
593	Used goods:antiques/secondhand shops				P	
*	Sporting goods and related stores:				P	
*	Book, Stationary, video and art supply stores	C9,6	C9,6	P	P	C
*	Jewelry Stores				P	
*	Hobby, toy, game shops			P	P	
*	Photographic and electronic shops			P	P	
*	Fabric shops:				P	
598	Fuel dealers				C7	P
*	Florist shops	C9	C9	P	P	P
*	Personal medical supply stores				P	
*	Pet Shops			P	P	
*	Bulk Retail				P	
*	Livestock Sales	P11, P				

		12-P-8, P-9				
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B. Development Conditions.

1. Only hardware and garden materials stores shall be permitted.
2. a. Except for hay sales, limited to products produced on-site; and
- b. Covered sales areas shall not exceed a total area of 500 square feet.
3. Limited to SIC Industry No. 5331, Variety stores, and further limited to a maximum of 2,000 square feet of gross floor area.
4. Only the sale of new or reconditioned automobile supplies is permitted.
5. Excluding SIC Industry No. 5813, Drinking places.
6. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, school, licensed daycare centers, parks, community centers, public libraries, or churches which conduct religious or educational classes for minors.
7. No outside storage of fuel trucks and equipment.
8. ~~Not in R-1 and limited to SIC Industry No. 5331, Variety stores, limited to a maximum of 5,000 square feet of gross floor area, and subject to the requirements in SMC 21A.25.230.~~
9. ~~Not permitted in R-1 and limited to a maximum of 5,000 square feet of gross floor area and subject to the requirements in SMC 21A.25.230.~~
10. ~~Not permitted in R-1 and excluding SIC Industry No. 5813, Drinking places, and limited to a maximum of 5,000 square feet of gross floor area and subject to the requirements in SMC 21A.25.230.~~
- 11 **8.** Retail sale of livestock is permitted only as accessory to raising livestock.
- 12 **9** Limited to the R-1 zone. (Ord. O2003-132 § 11)

21A.20.090. Resource land uses.

A. The table remains unchanged.

B. Development Conditions.

1. Only forest research conducted within an enclosed building.
2. Large livestock allowed only in the ~~R-1~~ **R1-8 zones. On parcels less than 2.00 acres the property must have an approved Farm Plan from the King County Conservation District on file with the City.**

21A.25.030 Densities and Dimensions-Residential Zones.

A. Residential Zones.

Zones		Residential	Urban Residential			
Standards	R-1 (15)	R-4	R-6	R-8	R-12	R-18

	(14)					
Maximum Density DU/Acre (13) (12)	1 du/ac	4 du/ac (6) (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density ²				85% (11) (16) (15)	80% (16) (15)	75% (16) (15)
Minimum Lot Width	35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback	20 ft (7) (6)	10 ft (8) (7)	10 ft (8) (7)	10 ft (8) (8) (7)	10 ft (8) (7)	10 ft (8) (7)
Minimum Interior Setback (3) & (14) (2 and 13)	5 ft (7)	7 (1) 5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (4) (3)	35 ft	35 ft	35 ft 45 ft (12) (11)	35 ft 45 ft (12) (11)	60 ft	60 ft 80 ft (12) (11)
Maximum Impervious Surface: Percentage (5) (4)	30% (10) (9)	55%	70%	75%	85%	85%

1. Interior setbacks may be reduced to five feet pursuant to SMC 21A.25.155.
2. **1.** Also see SMC 21A.25.060.
3. ~~2.~~ These standards may be modified under the provisions for zero-lot-line and townhouse developments.
4. **3.** Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may not exceed 75 feet. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirements; provided, that the maximum height shall not exceed 75 feet.
5. **4.** Applies to each individual lot. Impervious surface area standards for:
 - a. Regional uses shall be established at the time of permit review;
 - b. Nonresidential uses in residential zones shall comply with SMC 21A.25.130;
 - c. Individual lots in the R-4 through R-6 zones which are less than 9,076 square feet in area shall be subject to the applicable provisions of the nearest comparable R-6 or R-8 zone;
 - d. Lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.
6. **5.** Mobile home parks shall be allowed a base density of six dwelling units per acre.
7. **6.** The standards of the R-4 zone shall apply if a lot is less than 15,000 square feet in area.

~~8.~~**7.** At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the center line of the driveway from the access point to such garage, carport or fenced area to the street property line.

~~9.~~**8.a.** For developments consisting of three or more single-detached dwellings located on a single parcel, the setback shall be 10 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet.

b. For townhouse and apartment development, the setback shall be 20 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet, unless the townhouse or apartment development is adjacent to property upon which an existing townhouse or apartment development is located.

~~10.~~**9.** Lots smaller than 0.5 acre in area shall comply with standards of the nearest comparable R-4 through R-8 zone. For lots that are 0.5 acre in area or larger, the ~~maximum~~ impervious surface area allowed shall be ~~at least~~ 10,000 square feet **or 30 percent of the property which ever is greater**. On any lot over one acre in area, an additional five percent of the lot area may be used for buildings related to agricultural or forestry practices. For lots smaller than two acres but larger than 0.5 acre, an additional 10 percent of the lot area may be used for structures which are determined to be medically necessary, provided the applicant submits with the permit application a notarized affidavit, conforming with the requirements of SMC 21A.70.170 (1)(b).

~~11.~~ For purposes of calculating minimum density, the applicant may request that the minimum density factor be modified based upon the weighted average slope of the net buildable area(s) of the site pursuant to SMC 21A.25.100.

~~12.~~**11.** The base height to be used only for projects as follows:

a. In R-6 and R-8 zones, a building with a footprint built on slopes exceeding a 15 percent finished grade; and

b. In the R-18 zone using residential density incentives and transfer of density credits pursuant to this title.

~~13.~~**12.** Density applies only to dwelling units and not to sleeping units.

~~14.~~**13.** Vehicle access points from garages, carports or fenced parking areas shall be set back from the property line on which a joint use driveway is located to provide a straight line length of at least 26 feet as measured from the center line of the garage, carport or fenced parking area, from the access point to the opposite side of the joint use driveway.

~~15.~~**14.** All subdivisions and short subdivisions in the R-1 zone shall be required to be clustered away from critical areas or the axis of designated corridors such as urban separators or the wildlife habitat network to the extent possible and a permanent open space tract that includes at least 50 percent of the site shall be created. Open space tracts shall meet the provisions of SMC 21A.30.030.

~~16.~~**15.** See SMC 21A.25.090. (Ord. O2004-143 § 1; Ord. O2003-132 § 12)

21A.25.040 Densities and dimensions – Commercial zones. (Numbering is incorrect)

A. Commercial Zones.

Zones	Commercial		
	Neighborhood Business	Community Business	Office
Standards	NB	CB	O
Maximum Density DU/Acre	8 du/ac (1)	18 du/ac (1)	18 du/ac (1)
Minimum lot area			
Maximum Lot Depth/Width Ration		10 ft. (8)	10 ft. (8)
Minimum Street Setback	10 ft. (3) (2)	10 ft. (3) (2)	10 ft.
Minimum Interior Setback (4)	20 ft (5)	20 ft. (5)	20 ft (5)
Base Height (7)	35 ft 45 ft (4) (3)	35 ft 60 ft (4) (3)	45 ft 60 ft (4) (3)
Maximum Floor/Lot Ration: Square feet	1/1 (7) (6)	1.5/1 (7) (6)	2.5/1 (7) (6)
Maximum Impervious Surface Percentage (9) (8)	85%	85%	75%

B. Development Conditions.

1. These densities are allowed only through the application of mixed use development standards and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
2. Gas station pump islands shall be placed no closer than 25 feet to street front lines.
3. This base height allowed only for mixed use developments and for stand-alone townhouse development in the NB zone on property designated commercial outside of center in the urban area.
4. Required on property lines adjoining residential zones.
5. Required on property lines adjoining residential zones for industrial uses established by conditional use permits.
6. The floor/lot ratio for mixed use developments shall conform to Chapter 21A.30 SMC.
7. Height limits may be increased when portions of the structure building which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may exceed 75 feet only in mixed use developments. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirement; provided, that the maximum height shall not exceed 75 feet.
8. The impervious surface area for any lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit. (Ord. O2003-132 § 12)

21A.25.080 Calculations – Site area used for base density and maximum density floor area calculations.

(1) All site areas may be used in the calculation of maximum base and maximum allowed residential density or project floor area except as outlined under the provisions of subsection (2) of this section.

(2) Existing submerged lands, steep slopes and buffers, Class Categories 1-4 wetlands and buffers, Class 1-3 Type S, F, Np and Ns streams and buffers, and property to be used as a street(s), shall not be credited toward base and maximum density or floor area calculations; provided, that subdivisions or short plats that meet the tree retention standards of SMC 21A.35.210(2), Tree retention requirements, shall be credited 10 percent of the environmentally critical areas and associated buffers identified above.

(Ord. O2005-174 § 1; Ord. O2003-132 § 12)

21A.25.090 Calculations – Site area used for minimum density calculations.

Minimum density shall be determined by:

(1) Multiplying the base density (dwelling units/acre) as set forth in SMC

21A.20.030(A) by the net buildable area of the project site; ~~and then~~

~~(2) Multiplying the resulting product by the minimum density percentage set forth in SMC 21A.25.030(A) or as adjusted pursuant to the provisions of SMC 21A.25.100. (Ord. O2003-132 § 12)~~

21A.25.090 Calculations – Site area used for minimum density calculations.

Minimum density shall be determined by:

(1) Multiplying the base density (dwelling units/acre) as set forth in SMC 21A.20.030 (A) by the net buildable area of the project site; and then

(2) Multiplying the resulting product by the minimum density percentage set forth in SMC 21A.25.030 (A) ~~or as adjusted pursuant to the provisions of SMC 21A.25.100.~~

~~(Ord. O2003-132 § 12)~~

~~21A.25.100 – Minimum density adjustments for moderate slopes.~~

~~(1) For purposes of calculating minimum density of sloped sites, the following adjustment is permitted:~~

Weighted Average Slope of Net Buildable Area(s) of Site	Minimum Density Factor
0% – less than 5%	85% –
5% – less than 15%	83%, less 1.5% for each 1% of average slope in excess of 5%
15% – less than 40%	66%, less 2.0% for each 1% of average slope in excess of 15%

~~(2) Weighted average slope shall be calculated as follows:~~

(a) — ~~The applicant shall submit a topographic survey of the net buildable area(s) of the site which identifies distinct areas within the following slope increments: zero to five percent, five to 10 percent, 10 to 15 percent, etc., up to 35 to 40 percent.~~

(b) — ~~Each slope increment will have a corresponding median slope value. This value is the midpoint of each slope increment. For instance, slope increments of zero to five percent and five to 10 percent shall have median values of 2.5 percent and 7.5 percent, respectively.~~

(c) — ~~The weighted average slope shall be determined by multiplying the number of square feet in each area by the median slope value in that area. For example, if the net buildable area portion of a site is 30,000 square feet of which there are 10,000 square feet of five to 10 percent slope and 20,000 square feet of 10 to 15 percent slope, the weighted average slope would be 10.8 percent. See the following calculation ((10,000 square feet times 7.5 percent plus 20,000 square feet times 12.5 percent) divided by 30,000 square feet equals 10.8 percent). (Ord. O2003-132 § 12)~~

21A.25.190 Setbacks – Projections and structures allowed.

Provided that the required setbacks from regional utility corridors of SMC 21A.25.160, **as allowed in the Environmentally Critical Areas SMC 21A.50.200**, the adjoining half-street or designated arterial setbacks of SMC 21A.25.180 and the sight distance requirements of SMC 21A.25.220 are maintained, structures may extend into or be located in required setbacks, as follows:

(1) Fireplace structures, bay or garden windows, enclosed stair landings, closets, or similar structures may project 30 inches into a ~~street~~-setback, provided such projections are:

- (a) Limited to two per facade; and
- (b) Not wider than 10 feet;

(2) Uncovered porches and decks that exceed 18 inches above the finished grade may project five feet into the ~~street~~-setback;

(3) Uncovered porches and decks not exceeding 18 inches above the finished grade may project to the street property line;

(4) Eaves may not project more than:

- (a) Twenty-four inches into a street setback; or
- (b) Eighteen inches across a lot line in a zero lot line development provided that any neighboring building and its associated eaves, are 10 feet from the lot line;

(c) Eighteen inches into an interior setback:

(5) Fences with a height of six feet or less may project into or be located in any setback;

(6) Rockeries, retaining walls and curbs may project into or be located in any setback provided these structures:

- (a) Do not exceed a height of six feet in the R-1 through R-18 zones; and
- (b) Do not exceed the building height for the zone in commercial zones, measured in accordance with the standards established in the ~~Uniform Building Code~~ **International Building Code**, SMC Title 16;

c) Are in accordance with the requirements in Environmentally Critical Areas 21A.50;

- (7) Fences located on top of rockeries, retaining walls or berms are subject to the requirements of SMC 21A.30.190;
- (8) Telephone poles and lines; power poles and lines; cable TV and Internet lines; light and flagpoles; trellises not exceeding eight feet in height, not wider than 10 feet; culverts; underground water facilities; underground sewer facilities; and accessory facilities for the provision of utilities, such as drains, but excluding electrical and cellular equipment cabinets, and similar utility boxes and vaults.
- (9) The following may project into or be located within a setback, but may only project into or be located within an interior setback area if an agreement documenting consent between the owners of record of the abutting properties is recorded with the King County Department of Records and Elections prior to the installment or construction of the structure:
 - (a) Sprinkler systems, **air conditioning units**, electrical and cellular equipment cabinets and other similar utility boxes and vaults;
 - (b) Security system access controls;
 - (c) Structures, except for buildings, associated with trails and on-site recreation spaces and play areas required in SMC 21A.30.140 and 21A.30.160 such as benches, picnic tables and drinking fountains; and
 - (d) Surface water management facilities as required by Chapter 9.04 KCC as adopted by Chapter 15.05 SMC;
- (10) Mailboxes and newspaper boxes may project into or be located within street setbacks;
- (11) Fire hydrants and associated appendages;
- (12) Metro bus shelters may be located within street setbacks;
- (13) Unless otherwise allowed in SMC 21A.45.080, freestanding and monument signs four feet or less in height, with a maximum sign area of 20 square feet may project into or be located within street setbacks; and
- (14) Stormwater conveyance and control facilities, both above and below ground, provided such projections are:
 - (a) Consistent with setback, easement and access requirements specified in the surface water design manual; or
 - (b) In the absence of said specifications, not within five feet of the property line.

(Ord. O2005-171 §§ 3, 4; Ord. O2004-143 § 1; Ord. O2003-132 § 12)

~~21A.25.230 — Personal services and retail uses in R-4 through R-18 zones.~~

~~The general personal service use (SIC No. 72 except 7216, 7218 and 7261) listed in SMC 21A.20.050 and the retail uses listed in SMC 21A.20.070 which are located in the R-4 through R-18 zones shall be subject to the following requirements:~~

- ~~(1) — Each individual establishment shall not exceed 5,000 square feet of gross floor area and the combined total of all contiguous commercial establishments shall not exceed 15,000 square feet of gross floor area;~~
- ~~(2) — Establishments shall not be located less than one mile from another commercial establishment, unless located with other establishments meeting the criteria in subsection (1) of this section;~~

~~(3) — Establishment sites shall abut an intersection of two public streets, each of which is designated as a neighborhood collector or arterial and that has improved pedestrian facilities for at least one-quarter mile from the site;~~

~~(4) — The maximum on-site parking ratios for establishments and sites shall be two per 1,000 square feet and required parking shall not be located between the building(s) and the street;~~

~~(5) — Buildings shall comply with the building facade modulation and roofline variation requirements in SMC 21A.30.060 and 21A.30.070 and at least one facade of the building shall be located within five feet of the sidewalk;~~

~~(6) — If the personal service or retail use is located in a building with multifamily uses, then the commercial use shall be on the ground floor and shall not exceed 25 percent of the total floor area of the building;~~

~~(7) — Sign and landscaping standards for the use apply. (Ord. O2003-132 § 12)~~

21A.30.160 On-site recreation – Play areas required.

(1) All single detached subdivisions, apartment, townhouse and mixed use development, excluding age restricted senior citizen housing, shall provide to children play areas within the recreation space on-site, except when facilities are available to the public within one-quarter mile that are developed as parks or playgrounds and are accessible without crossing of arterial streets.

(2) ~~If any~~ **Play** apparatus is provided in the play area shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

(a) At least 400 square feet in size with no dimension less than 20 feet; and

(b) Adjacent to main pedestrian paths or near building entrances. (Ord. O99-29 § 1)

21A.35.040 Landscaping – Street frontages.

The required width of perimeter landscaping along street frontages shall be provided as follows:

(1) Twenty feet of Type II landscaping shall be provided for an institutional use, excluding playgrounds and playfields;

(2) Ten feet of Type II landscaping shall be provided for an industrial development;

(3) Ten feet of Type II landscaping shall be provided for an above-ground utility facility development, excluding distribution and transmission corridors, located outside a public right-of-way;

(4) Ten feet of Type III landscaping shall be provided for a commercial or attached/group residence development; and

(5) For single-family subdivisions:

(a) **Street** trees shall be planted **per the Public Works Standards** at the rate of one tree for every 40 feet of frontage along a neighborhood collector street or arterial street;

(b) — The trees shall be:

(i) — Located within the street right-of-way if permitted by the custodial state or local agency;

(ii) — No more than 20 feet from the street right-of-way line when located within a lot;

(iii) — Maintained by the adjacent landowner unless part of a City maintenance program; and

- (iv) ~~— A species approved by the City if located within the street right of way and compatible with overhead utility lines;~~
- (e) ~~— The trees may be spaced at irregular intervals in order to accommodate sight distance requirements for driveways and intersections. (Ord. O2005-175 § 1; Ord. O99-29 § 1)~~

21A.35.070 Landscaping – General standards for all landscape areas.

All new landscape areas proposed for a development shall be subject to the following provisions:

- (1) Berms shall not exceed a slope of two horizontal feet to one vertical foot (2:1).
- (2) All new turf areas, except all-weather, sand-based athletic fields shall:
 - (a) Be augmented with a two-inch layer of stabilized compost material or a four-inch layer of organic material with a minimum of eight percent organic material cultivated a minimum of six inches deep; or
 - (b) Have an existing organic content of eight percent or more to a depth of six inches as shown in a soil sample analysis. The soil analysis shall include:
 - (i) Determination of soil texture, indicating percentage of organic matter;
 - (ii) An approximated soil infiltration rate (either measured or derived from soil/texture/infiltration rate tables). A range of infiltration rates shall be noted where appropriate; and
 - (iii) Measure pH value.
- (3) Landscape areas, except turf or areas of established groundcover, shall be covered with at least two inches of ~~stabilized~~ **city approved mulch** ~~compost~~ to minimize evaporation.
- (4) Plants having similar water use characteristics shall be grouped together in distinct hydrozones.
- (5) Plant selection shall consider adaptability to climatic, geologic, and topographical conditions of the site. Preservation of existing vegetation is encouraged. (Ord. O99-29 § 1)

21A.45.080 Residential zone signs.

Signs in the R zone are limited as follows:

- (1) Nonresidential Use.
 - (a) One sign identifying nonresidential uses **on the same residential parcel**, not otherwise regulated by this section, not exceeding 25 square feet and not exceeding six feet in height is permitted;
 - (b) Schools are permitted one sign per school or school facility entrance, **not exceeding 25 square feet and not exceeding six feet in height is permitted**, which may be located in the setback. Two additional wall signs **not exceeding 25 square feet** attached directly to the school or school facility are permitted;
 - (c) Public agency facilities, including but not limited to civic centers, community centers, public agency offices, and public utility yards, are permitted two signs for each facility. Each sign shall be limited to a sign area of not more than 30 square feet and not exceeding a height of more than six feet for freestanding signs;
 - (d) Home occupation and home industry signs are limited to wall signs not exceeding six square feet.

21A.45.120 Signs or displays of limited duration.

The following temporary signs or displays are permitted and except as required by the International Building Code, Chapter 16.20 SMC, Construction Administrative Code, or as otherwise required in this chapter, do not require building permits:

- (1) Grand Opening Displays.
 - (a) Signs, posters, pennants, strings of lights, blinking lights, balloons, and searchlights are permitted for a period of up to one month to announce the opening of a new enterprise or the opening of an enterprise under new management; and
 - (b) All grand opening displays shall be removed upon the expiration of 30 consecutive days;
- (2) Construction Signs.
 - (a) Construction signs identifying architects, engineers, planners, contractors, or other individuals or firms involved with the construction of a building and announcing the character of the building or the purpose for which the building is intended may be displayed;
 - (b) One non-illuminated, double-faced sign is permitted for each public street upon which the project fronts;
 - (c) No sign shall exceed 32 square feet in surface area or 10 feet in height, or be located closer than 30 feet from the property line of the adjoining property; and
 - (d) Construction signs must be removed by the date of first occupancy of the premises or one year after placement of the sign, whichever occurs first;
- (3) Political Signs. Political signs are allowed, subject to the following requirements:
 - (a) Location.
 - (i) Political signs may be displayed on private property with the consent of the property owner;
 - (ii) Political signs may be displayed within public easements or streets; provided, that signs shall not be located within the center median of principal, minor, and collector arterials (as defined) or within roundabouts, traffic circles, or islands;
 - (iii) Political signs located pursuant to subsections (3)(a)(i) or (ii) of this section shall not obstruct sight distances as prescribed by Chapter 14.01 SMC, Public Works Standards Adopted, or by SMC 21A.25.220, Sight distance requirements.
 - (b) Specifications.
 - (i) Political signs located on private property may have a maximum sign area of up to 32 square feet;
 - (ii) Freestanding political signs on private property may be up to eight feet tall;
 - (iii) Political signs located on or within public easements or streets may have a maximum sign area of up to four square feet and may be up to three feet tall above grade;
 - (iv) Political signs located within 15 feet of a street corner or driveway, as further identified in Chapter 14.01 SMC, Public Works Standards Adopted, or

by SMC 21A.25.220, Sight distance requirements, shall be further limited in sign area and height as necessary to satisfy sight distance limitations;

(c) Removal.

(i) Political signs shall be removed within seven days following the election;

(ii) Property owners shall be responsible for the removal of political signs located on private property;

(iii) The campaign officer or responsible official shall be responsible for the removal of political signs located on or within public easements or streets;

(4) Real Estate Signs. All temporary real estate signs may be single or double-faced signs:

(a) Signs advertising an individual residential unit for sale or rent shall be limited to one sign per street frontage. The sign may not exceed eight square feet in area, and shall not exceed six feet in height. The sign shall be removed within five days after closing of the sale, lease or rental of the property.

(b) Portable off-premises residential directional signs announcing directions to an open house at a specified residence that is offered for sale or rent shall not exceed six square feet in area for each sign, and shall not exceed 42 inches in height. Such signs shall be permitted only when the agent or seller is in attendance at the property for sale or rent and may be located on the right-of-way outside of vehicular and bicycle lanes.

(c) On-site commercial (**non-residential**) or industrial property for sale or rent signs shall be limited to one sign per street frontage, and shall not exceed 32 square feet in area. The sign shall not exceed 12 feet in height. The sign shall be removed within ~~30~~ **five** days after closing of the sale, lease or rental of the property. A building permit is required and shall be issued for a one-year period. The permit is renewable for one year increments up to a maximum of three years.

(d) On-site residential development for sale or rent signs shall be limited to one sign per development. The sign shall not exceed 32 square feet in area, and shall not exceed 12 feet in height. A building permit is required and shall be issued for a one-year period. The permit is renewable annually for up to a maximum of three years.

(e) Off-site directional signs for residential developments shall be limited to six signs. Each sign shall not exceed 16 square feet in area, and shall include only the name of and directions to the residential development. The sign(s) shall be placed a maximum of two road miles from the nearest residential development entrance. No two signs for one residential development shall be located closer than 500 feet from one another on the same street. A single building permit is required for all signs and shall be issued for a one-year period. The permit number and the permit expiration date must be clearly displayed on the face of each sign. The permit is renewable for one-year increments up to a maximum of three years, provided that extensions will only be granted if the sign permit applicant has complied with the applicable regulations.

(f) Residential on-premises informational signs shall be limited to one sign per feature, including but not limited to signs for information centers, model homes, parking areas or announcing features such as parks, playgrounds, or trails.

Each sign shall not exceed 16 square feet in area, and shall not exceed six feet in height;

21A.65.020 Animal regulations – Small animals.

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

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

(2) Other small animals kept outside, including adult cats and dogs, shall be limited to three per household on lots of less than 20,000 square feet, five per household on lots of 20,000 to 35,000 square feet, with an additional two per acre of site area over 35,000 square feet up to a maximum of 20, unless more are allowed as an accessory use pursuant to subsection (5) of this section; provided, that all unaltered animals kept outdoors must be kept on a leash or in a confined area, except as authorized for a hobby kennel or cattery or commercial kennel or cattery pursuant to Chapter 11.04 KCC as adopted by Chapter 11.05 SMC.

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

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

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

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

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

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

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

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

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

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

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

structures used to house mink and fox shall be a distance of not less than 150 feet.

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

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

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

(vii) Beekeeping is limited as follows:

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

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

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

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

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

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

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

(c) Kennels and catteries are subject to the following requirements:

~~(i) For kennels located on residential zoned sites:~~

~~(A) The minimum site area shall be five acres; and~~

~~(B) Structures housing animals and outdoor animal runs shall be a minimum distance of 100 feet from property lines abutting residential zones;~~

(ii)(i) For kennels located on nonresidential zoned sites, run areas shall be completely surrounded by an eight-foot solid wall or fence, and be subject to the requirements in KCC 11.04.060 as adopted by Chapter 11.05 SMC; and

(iii)(ii) Catteries shall be on sites of 35,000 square feet or more, and buildings used to house cats shall be a minimum distance of 50 feet from property lines abutting residential zones. (Ord. O99-29 § 1) *(These are not currently allowed in residential zones)*

21A.65.040 Animal regulations – Livestock – Building requirements.

(1) In residential zones, fee boarding of livestock other than in a legally established stable shall only be as an accessory use to a residence on the subject property **(See also 21A.25.140 for setbacks related to manure storage)**; and

(2) A barn or stable may contain a caretaker's accessory living quarters. (Ord. O99-29 § 1)

21A.65.050 Home occupation.

Residents of a dwelling unit may conduct one or more home occupations as accessory activities, provided:

(1) The total area devoted to all home occupation(s) shall not exceed 20 percent of the floor area of the dwelling unit. Areas with attached garages and storage buildings shall not be considered part of the dwelling unit for purposes of calculating allowable home occupation area but may be used for storage of goods associated with the home occupation;

(2) In residential zones, all the activities of the home occupation(s) shall be conducted indoors, except for those related to growing or storing of plants used by the home occupation(s) **or Daycare 1;**

(3) No more than one nonresident shall be employed by the home occupation(s);

(4) The following activities shall be prohibited in residential zones only:

- (a) Automobile, truck and heavy equipment repair;
- (b) Autobody work or painting;
- (c) Parking and storage of heavy equipment; and
- (d) Storage of building materials for use on other properties;
- (e) Real Estate Offices.**

(5) In addition to required parking for the dwelling unit, on-site parking shall be provided as follows:

- (a) One stall for a nonresident employed by the home occupation(s); and
- (b) One stall for patrons when services are rendered on-site;

(6) Sales shall be limited to:

- (a) Mail order sales;
- (b) Telephone sales with off-site delivery; and
- (c) Internet sales;

(7) Services to patrons shall be arranged by appointment or provided off-site;

(8) The home occupation(s) may use or store a vehicle for pickup of materials used by the home occupation(s) or the distribution of products from the site, provided:

- (a) No more than one such vehicle shall be allowed;
- (b) Such vehicle shall not park within any required setback areas of the lot or on adjacent streets; and
- (c) Such vehicle shall not exceed a weight capacity of one ton; and

(9) The home occupation(s) shall not use electrical or mechanical equipment that results in:

- (a) A change to the occupancy type of the structure(s) used for the home occupation(s);
- (b) Visual or audible interference in radio or television receivers, or electronic equipment located off-premises; or

(c) Fluctuations in line voltage off-premises;

(10) Uses not allowed as home occupations may be allowed as a home industry pursuant to this chapter. (Ord. O99-29 § 1)

21A.100 Review Procedures-Notice Requirements

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

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

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

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

(4) As provided by SMC 20.10.240(1) and (2):

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

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

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

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

(7) Once a use, activity or improvement allowed by a conditional use permit or variance has been established, it may continue as long as all conditions of permit issuance are met. (Ord. O99-29 § 1)

Title 23.

23.25. Notice and Orders

23.25.020 Effect.

(1) Subject to the appeal provisions of Chapter 23.35 SMC, a notice and order represents a determination that a civil code violation has occurred, that the cited party is a person responsible for the code violation, and that the violations set out in the notice and order require the assessment of penalties and costs and other remedies specified in the notice and order.

(2) Failure to correct the civil code violation in the manner prescribed by the notice and order subjects the person to whom the notice and order is directed to the use of any of the compliance remedies provided by this title, including:

- (a) Additional civil penalties and costs;
 - (b) A requirement that abatement, remediation and/or mitigation be performed;
 - (c) An agreement to perform community service as prescribed by this chapter;
 - (d) Permit suspension, revocation, modification and/or denial as prescribed by this chapter; and/or
 - (e) Abatement by the director and recovery of the costs of abatement according to the procedures described in this title.
- (3) Any person identified in the notice and order as responsible for the code violation may appeal the notice and order within ~~14~~ **21** days according to the procedures described in Chapter 23.35 SMC. *(to match 23.25.030 (11))*.
- (4) Failure to appeal the notice and order within the applicable time limits shall render the notice and order a final determination that the conditions described in the notice and order existed and constituted a civil code violation, and that the named party is liable as a person responsible for code compliance.
- (5) Issuance of a notice and order in no way limits a director's authority to issue a notice of infraction or stop work order to a person previously cited through the notice and order process pursuant to this title. Payment of the civil penalties assessed under the notice and order does not relieve a person found to be responsible for the code violation of his or her duty to correct the violation and/or to pay any and all civil fines or penalties accruing under notices of infractions or stop work orders issued pursuant to this title. (Ord. O99-42 § 1; Ord. O99-29 § 1)



Planning Commission

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

MEMO

Date: September 23, 2008
To: The City Council
From: Erica Tiliacos, Planning Commission Chair
RE: Proposed Minor Municipal Code (SMC) amendments

A handwritten signature in black ink, appearing to read "Erica Tiliacos", is written over the "To:" and "From:" lines of the memo header.

On behalf of the Planning Commission, I'm pleased to forward our recommendations for proposed Minor code amendments to the City's Municipal Code. I look forward to discussing these recommendations with you at an upcoming City Council session.

During our review process we completed two public meetings on February 21, 2008 and June 19, 2008 and a public hearing on July 10, 2008. Our review involved hearing testimony from one citizen.

At our July 10, 2008 deliberation session on the proposed ordinance we made some minor revisions based on our deliberations. The Commission recommends the attached Minor Code Amendments Ordinance for your consideration.

- Minor corrections such as incorrect numbering in the text or incorrect municipal code citations.
- Corrections to the code to reintroduce exemptions to the Clear and Grade section of the code which were unintentionally removed when the City went from the Uniform Building Code to the International Building Code. For instance, an exemption from requiring a grading permit for less than 50 cubic yards of grade and fill, and exemptions for septic field installation.
- Corrections and clarifications in the definitions section.
- Revisions of the interior lot line setback distances in R-4 to make them consistent with other zones. Currently, R-4 has a 7 foot interior lot line setback all of the other zones have a 5 foot interior setback.
- Elimination of the allowance of commercial establishments of 5,000 square feet or less in any residential zone, where the parcel is at least one mile from the nearest commercial area. This was a hold over from King County's code and was intended for rural areas.
- Corrections to the Title 21A eliminating conflicts with other municipal code sections and standards, such as the street tree requirements which appear in both the landscape section of the code and in the Public Works Standards.

Again I look forward to presenting our recommendation at an upcoming City Council session.



CITY COUNCIL AGENDA BILL

Subject: Second reading and Public Hearing “Code Block” Amendments: Revisions to SMC 21A.25 (lot split by zone boundary, and SMC 21A.50 (Landslide Hazard Areas or Erosion Hazard Near Sensitive Water Bodies)

Meeting Date: January 20, 2009

Date Submitted: December 9, 2008

Originating Department: Community Development

Clearances:

Action Required: Continue Public Hearing. Second Reading and adoption of ordinance.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Ordinance and Attached Code Revisions
2. Memorandum to the City Council from Erica Tiliacos, Planning Commission Chair.
3. Supplemental information

Budgeted Amount: N/A

A number of “code block” amendments are proposed. These are amendments to sections of code that can be particularly challenging for applicants. Revisions in these code requirements would provide relief while maintaining environmental protections:

Amendments to SMC 21A.25, which broadens the applicability of utilizing the existing provisions of the lot divided by zone boundary section.

Amendments to SMC 21A.50, to require that new single family homes and additions within Landslide Hazard Areas or Erosion Hazard Near Sensitive Water Bodies (EHNSWB) overlays infiltrate to the maximum extent feasible based upon on-site soil conditions, topography, and confirmed through a geotechnical review. If 100% onsite infiltration is not feasible, drainage would be subject to individual lot evaluation to determine what methodology will minimize the potential landslide or erosion hazards. A tightline may or may not be required.

Amendments to SMC 21A.50, which would provide a one-time exemption to the requirements for 100% drainage infiltration or tightlines in the Landslide Hazard area and the EHNSWB overlay for additions to existing single family homes adding less than 200 square feet to the existing impervious surface area.

Financial Impact: N/A

Recommended Motion: No Action required. First reading and Public Hearing.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2009 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTIONS 21A.25.210 (LOT DIVIDED BY ZONE BOUNDARY), 21A.50.225 (EROSION HAZARDS NEAR SENSITIVE WATER BODIES-SPECIAL DISTRICT OVERLAY), AND 21A.260 (LANDSLIDE HAZARD AREAS-DEVELOPMENT STANDARDS), OF THE SAMMAMISH MUNICIPAL CODE

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

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

WHEREAS, development applications are reviewed for compliance with these regulations; and

WHEREAS, a number of code sections have presented particular challenges for applicants, and revisions could be made that would assist applicants and still afford sufficient environmental protections; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed municipal code amendments was received by the State of Washington Department of Community, Trade and Economic Development on June 9, 2008 allowing for a 60 day review and comment period; and

WHEREAS, a State Environmental Policy Act (SEPA) threshold determination for the proposed amendments was issued on July 14, 2008 (Lot Split by Zone Boundary) and XXXX in accordance with WAC 197-11-800(19); and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities; and included presentation to the Sammamish Planning Commission on June 5, 2008; and

WHEREAS, the Planning Commission considered the proposed amendments at a Planning Commission public hearing conducted on June 19, 2008 and continued on July 10, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearing and forwarded their recommendation to the City Council; and

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

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA.

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2009.

CITY OF SAMMAMISH

Mayor Donald L. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: December 10, 2008

Public Hearing: December 16, 2008

First Reading: December 16, 2008

Public Hearing:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

Proposed Sammamish Municipal Code Amendments:

Erosion Hazard near Sensitive Water Body (EHNSWB) and Landslide Hazard Area – Code Amendment

Amendment List:

- SMC 21A.50.225 - Erosion hazards near sensitive water bodies – Special district overlay.
- SMC 21A.50.260 - Landslide hazard areas – Development standards and permitted alterations.

The proposed code amendment requires that new single family homes and additions to existing single family homes infiltrate to the maximum extent feasible on the subject site. If 100% onsite infiltration is not feasible, drainage is subject individual lot evaluation to determine what methodology will minimize the potential landslides or erosion hazards, however a tightline is not always required.

The code amendment also provides a one time exemption to the critical area drainage requirements in the Landslide Hazard area and the EHNSWB overlay for additions to existing single family homes adding less than 200 square feet to the existing impervious surface area.

Plain text in the following pages represents existing regulatory language.

~~Strikethrough~~ text in the following pages represents the deletion of existing regulatory language.

Underlined text in the following pages represents the addition of new regulatory language.

21A.50.225 Erosion hazards near sensitive water bodies – Special district overlay.

- (1) The purpose of the erosion hazards near sensitive water bodies special overlay district is to provide a means to designate sloped areas posing erosion hazards that drain directly to lakes or streams of high resource value that are particularly sensitive to the impacts of increased erosion and the resulting sediment loads from development.
- (2) The department of community development shall maintain a map of the boundaries of the erosion hazard near sensitive water bodies overlay district.
- (3) The following development standards shall be applied, in addition to all applicable requirements of this chapter, to development proposals located within the erosion hazards near a sensitive water bodies special district overlay:
 - (a) A no-disturbance area shall be established on the sloped portion of the special district overlay to prevent damage from erosion. The upslope boundary of the no-disturbance area lies at the first obvious break in slope from the upland plateau over onto the steep valley walls. The downslope boundary of the no-disturbance area is the extent of those areas designated as erosion or landslide hazard areas. The department shall maintain maps of the approximate location of the no-disturbance areas, which shall be subject to field verification for new development proposals.
 - (b) Land clearing or development shall not occur in the no-disturbance area, except for the clearing activities listed in subsection (3)(b)(i) of this section. Clearing activities listed in subsection (3)(b)(i) of this section shall only be permitted if they meet the requirements of subsection (3)(b)(ii) of this section.
 - (i) Clearing activities may be permitted as follows:
 - (A) For single-family residences, associated landscaping and appurtenances on pre-existing separate lots;
 - (B) For utility corridors to service existing development along existing rights-of-way including any vacated portions of otherwise contiguous rights-of-way, or for the construction of utility corridors identified within an adopted water, storm water, or sewer comprehensive plan; or
 - (C) For streets providing sole access to buildable property and associated utility facilities within those streets.
 - (ii) The clearing activities listed in subsection (3)(b)(i) of this section may be permitted only if the following requirements are met:
 - (A) A report that meets the requirements of SMC 21A.50.130 shall show that the clearing activities will not subject the area to risk of landslide or erosion and that the purpose of the no-disturbance area is not compromised in any way;
 - (B) The clearing activities shall be mitigated, monitored and bonded consistent with the mitigation requirements applicable to critical areas;
 - (C) The clearing activities are limited to the minimal area and duration necessary for construction; and
 - (D) The clearing activities are consistent with this chapter.
 - (c) New proposed subdivisions, short subdivisions, commercial site development permits, and binding site plans~~development proposals~~ for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes a proposed subdivision or short subdivision from achieving 75 percent of the maximum net density as identified in Chapter 21A.25 SMC. When 75 percent of the maximum net density cannot be met, the applicant shall retain runoff on-site and a perforated tightline (Figure C.2.I, Appendix C, of the 1998 KCSWDM, as amended) shall be used to connect each lot to the central drainage system. The following drainage systems shall be evaluated, using the following sequential measures, which appear in order of preference:
 - (i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);
 - (ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site. All flows not going to an individual infiltration system shall be detained on-site using the most restrictive flow control standard; and

Section A

Section B

(iii) When infiltration of downspouts is not feasible, the applicant shall design a drainage system that will detain flows on-site using the applicable flow control standard and shall install an outlet from the drainage system designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; provided, that in no case shall development proposals generating more than 2,000 square feet of impervious surface create point discharges in or upstream of the no-disturbance or landslide hazard areas.

(d) New single family home construction or modifications or additions to existing single family homes on existing legal lots that will result in a total site impervious surface of more than 2,000 square feet shall provide a drainage design, using the following sequential measures, which appear in order of preference:

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(i) Infiltration of all site runoff shall be required to the maximum extent technically feasible in soils conditions, consistent with the infiltration system design requirements of the KCSWDM;

(ii) For development proposals that cannot infiltrate all site runoff, impervious surfaces shall be infiltrated to the maximum extent technically feasible in soil conditions, consistent with the infiltration system design requirements of the KCSWDM;

(iii) For development proposals that cannot infiltrate all site runoff, the applicant shall design a drainage system that provides a drainage outlet designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; and,

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(iv) Structural modification of, addition to or replacement of legally created single detached residences and improvements in existence before January 1, 2006 that do not increase the existing total footprint of the residence and associated impervious surface by more than 200 square feet over that existing before January 1, 2006 shall be exempt from the provisions of this section.

(ed) For the portions of proposed subdivisions, short subdivisions and binding site plans that cannot infiltrate runoff up to the 100-year peak flow, at least 25 percent shall remain undisturbed and set aside in an open space tract consistent with SMC 21A.50.160 through 21A.50.190. The open space tract shall be located adjacent to any required critical area tracts and shall be designed to maximize the amount of separation between the critical area and the proposed development. If no critical areas tracts are required, the open space tract shall be located to provide additional protection to the no-disturbance area.

(fe) For the portions of all subdivisions and short subdivisions that cannot infiltrate runoff up to the 100-year peak flow, no more than 35 percent of the gross site area shall be covered by impervious surfaces. For new subdivisions and short subdivisions, maximum lot coverage should be specified for subsequent residential building permits on individual lots.

(gf) If the application of this section would deny all reasonable use of property, the applicant may apply for a reasonable use exception pursuant to SMC 21A.50.070(2).

(hg) The director may modify the property-specific development standards required by this section when a critical areas study is conducted by the applicant and approved by the director which demonstrates that the proposed development substantially increases water quality by showing the following:

(i) Water quality on-site is improved through site enhancements and/or other innovative management techniques;

(ii) The development project will not subject downstream channels to increased risk of landslide or erosion; and

(iii) The development project will not subject the nearest sensitive water body to additional erosion hazards. (Ord. O2005-193 § 1)

21A.50.260 Landslide hazard areas – Development standards and permitted alterations.

A development proposal containing, or within 50 feet of, a landslide hazard area shall meet the following requirements:

(1) A minimum buffer of 50 feet shall be established from all edges of the landslide hazard area. The buffer shall be extended as required to mitigate a landslide or erosion hazard or as otherwise necessary to protect the public health, safety, and welfare.

Exhibit 1

- (2) The buffer may be reduced to a minimum of 15 feet if, based on a critical areas study, the City determines that the reduction will adequately protect the proposed development and other properties, the critical area and other critical areas off-site.
 - (a) For single-family residential building permits only, the City may waive the critical areas study requirement if other development in the area has already provided sufficient information or if such information is otherwise readily available.
 - (b) In addition to the general requirements for critical areas studies that may be required consistent with SMC 21A.50.130, the critical areas study for a landslide hazard area shall specifically include:
 - (i) A description of the extent and type of vegetative cover;
 - (ii) A description of subsurface conditions based on data from site-specific explorations;
 - (iii) Descriptions of surface and groundwater conditions, public and private sewage disposal systems, fills and excavations, and all structural improvements;
 - (iv) An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure;
 - (v) An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a 100-year storm event;
 - (vi) Consideration of the run-out hazard of landslide debris and/or the impacts of landslide run-out on downslope properties;
 - (vii) A study of slope stability including an analysis of proposed cuts, fills, and other site grading;
 - (viii) Recommendations for building siting limitations; and
 - (ix) An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion.
- (3) Unless otherwise provided herein or as part of an approved alteration, removal of any vegetation from a landslide hazard area or buffer shall be prohibited, except for limited removal of vegetation necessary for surveying purposes and for the removal of hazard trees determined to be unsafe by the City. The City may require the applicant to submit a report prepared by a certified arborist to confirm hazard tree conditions. Notice to the City shall be provided prior to any vegetation removal permitted by this subsection.
- (4) Vegetation on slopes within a landslide hazard area or buffer that has been damaged by human activity or infested by noxious weeds may be replaced with native vegetation pursuant to an enhancement plan approved by the City. The use of hazardous substances, pesticides, and fertilizers in landslide hazard areas and their buffers may be prohibited by the City.
- (5) Alterations to landslide hazard areas and buffers may be allowed only as follows:
 - (a) A landslide hazard area located on a slope 40 percent or steeper may be altered only if the alteration meets the following standards and limitations:
 - (i) Approved surface water conveyances, as specified in the applicable City-adopted storm water requirements, may be allowed in a landslide hazard area if they are installed in a manner to minimize disturbance to the slope and vegetation;
 - (ii) Public and private trails may be allowed in a landslide hazard area subject to the standards and mitigations contained in this chapter, development standards in Chapter 21A.30 SMC, and requirements elsewhere in the SMC, when locating outside of the hazard area is not feasible;
 - (iii) Utility corridors may be allowed in a landslide hazard area if a critical areas study shows that such alteration will not subject the area to the risk of landslide or erosion;
 - (iv) Limited trimming and pruning of vegetation may be allowed in a landslide hazard area pursuant to an approved vegetation management plan for the creation and maintenance of views if the soils are not disturbed;
 - (v) Stabilization of sites where erosion or landsliding threatens public or private structures, utilities, roads, driveways or trails, or where erosion and landsliding threaten any lake, stream, wetland, or shoreline. Stabilization work shall be performed in a manner that causes the least possible disturbance to the slope and its vegetative cover; and
 - (vi) Reconstruction, remodeling, or replacement of an existing structure upon another portion of an existing impervious surface that was established pursuant to City ordinances and regulations may be allowed; provided:

Section C

- (A) If within the buffer, the structure is located no closer to the landslide hazard area than the existing structure; and
- (B) The existing impervious surface within the buffer or landslide hazard area is not expanded as a result of the reconstruction or replacement.
- (b) A landslide hazard area located on a slope less than 40 percent may be altered only if the alteration meets the following requirements:
 - (i) The development proposal will not decrease slope stability on contiguous properties; and
 - (ii) Mitigation based on the best available engineering and geological practices is implemented that either eliminates or minimizes the risk of damage, death, or injury resulting from landslides; and
- (c) Neither buffers nor a critical area tract shall be required if the alteration meets the standards of subsection (5)(b) of this section.

(6) ~~New development proposals that will result in a total site impervious surface of more than 2,000 square feet shall provide a drainage design, using the following sequential measures, which appear in order of preference:~~

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- ~~(a) Infiltration of all site runoff shall be required to the maximum extent technically feasible in soils conditions, consistent with the infiltration system design requirements of the KCSWDM;~~
- ~~(b) For development proposals that cannot infiltrate all site runoff, impervious surfaces shall be infiltrated to the maximum extent technically feasible in soil conditions, consistent with the infiltration system design requirements of the KCSWDM;~~
- ~~(c) For development proposals that cannot infiltrate all site runoff, the applicant shall design a drainage system that provides a drainage outlet designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; and,~~
- ~~(d) Structural modification of, addition to or replacement of legally created single detached residences and improvements in existence before January 1, 2006 that do not increase the existing total footprint of the residence and associated impervious surface by more than 200 square feet over that existing before January 1, 2006 shall be exempt from the provisions of this section.~~

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~~Point discharges from surface water facilities in erosion hazard areas and onto or upstream from landslide hazard areas shall be prohibited for developments generating more than 2,000 square feet of impervious surface area, except if conveyed via continuous storm pipe downslope to a point where there are no erosion hazard areas downstream from the discharge.~~

- (7) The following are exempt from the provisions of this section:
 - (a) Slopes that are 40 percent or steeper with a vertical elevation change of up to 20 feet if no adverse impact will result from the exemption based on the City's review of and concurrence with a soils report prepared by a geologist or geotechnical engineer; and
 - (b) The approved regrading of any slope that was created through previous legal grading activities. (Ord. O2005-193 § 1; Ord. O99-29 § 1)

Exhibit 1

Proposed Sammamish Municipal Code Amendments:

Property Split by Zone Boundary – Code Amendment

Amendment List:

SMC 21A.25.210 - Lot divided by zone boundary.

Plain text in the following pages represents existing regulatory language.

~~Strikethrough~~ text in the following pages represents the deletion of existing regulatory language.

Underlined text in the following pages represents the addition of new regulatory language.

Exhibit 1

21A.25.210 Lot divided by zone boundary.

When a lot or development proposal site is divided by a zone boundary, the following rules shall apply:

- (1) When a lot contains both residential and nonresidential zoning, the zone boundary between the zones shall be considered a lot line for determining permitted building height and required setbacks on the site;
- (2) When a lot or development proposal site contains residential zones of varying density:
 - (a) Any residential density transfer within ~~the a~~ lot or development proposal site shall be allowed from the portion with the lesser residential density to that of the greater residential density;
 - (b) Residential density transfer from the higher density zone to the lower density zone may be allowed only when:
 - (i) The units transferred from any R-12 or R-18 zoned portion of the lot or development proposal site are maintained in an attached dwelling unit configuration on the lower density portion receiving such units;
 - (ii) The transfer does not reduce the minimum density achievable on the lot or development proposal site;
 - (iii) The transfer enhances the efficient use of needed infrastructure;
 - (iv) The transfer does not result in significant adverse impacts to the low density portion of the lot or development proposal site;
 - (v) The transfer contributes to preservation of environmentally sensitive areas, wildlife corridors, or other natural features; and
 - (vi) The transfer does not result in significant adverse impacts to adjoining lower density properties;
 - (c) Compliance with these criteria shall be evaluated during review of any development proposals in which such a transfer is proposed; and
- (3) Uses on each portion of the lot shall only be those permitted in each zone pursuant to Chapter 21A.20 SMC.

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Planning Commission

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

To: City Council

From: Erica Tiliacos, Chair

A handwritten signature in black ink, appearing to read 'Erica Tiliacos', is written over the 'From' line.

July 24, 2008

RE: Recommendation for "Code Block" amendments to the Sammamish Municipal Code

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the "Code Block" amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and an extended public hearing process. These amendments address lots split by zoning designations, SEPA exemption thresholds, and drainage requirements in the Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and Landslide Hazard areas.

Lot Split by Zone Boundaries

The Planning Commission recommends that the City Council **adopt** the proposed amendment to the code regarding lots split by zoning boundaries.

Drainage Requirements for the EHNSWB overlay and the Landslide Hazard area

1. The Planning Commission recommends that the City Council **adopt** the proposed amendment related to the one-time exemption for 200 square foot additions to single family homes that existed prior to January 1, 2006.
2. The Planning Commission recommends that the City Council **defer action** on the proposed amendments that allow alternatives to infiltration or a tight-line system until the City has:
 - Resolved the litigation and implemented the NPDES permitting requirements.
 - Adopted an updated Storm Water Drainage Manual
 - Updated the Sub- Basin Plans for all of the sub-basins affected by these regulations

SEPA Exemption Thresholds:

The Planning Commission recommends that the City Council **defer action** on the proposed amendments regarding SEPA review thresholds. The Commission also notes that:

1. Raising SEPA exemption thresholds may be an appropriate incentive for Low Impact Development
2. Sufficient public notice and appeal processes must apply for any projects not subject to SEPA review
3. The Planning Commission requests additional SEPA training by the Department of Ecology

Thank you for your consideration of our recommendations. We look forward to the Council's process to take action later this year. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kqurol@ci.sammamish.wa.us.



Memorandum

Date: June 19, 2008
To: City of Sammamish Planning Commission
From: Kamuron Gurol, Community Development Director
Re: EHNSWB overlay and Landslide Hazard Area Code Amendments:
Case Studies

Case Study 1 (A & B):

Proposed: Applicant has a 7,906 square foot lot and is proposing a new house with a total impervious surface area of 2,495 square feet (1,574 square foot house / patio / garage). The applicant is located adjacent to landslide hazard areas, and is within the EHNSWB overlay and drains to the no-disturbance area.

Required: Tight line drainage to a point beyond the erosion / landslide hazard area by connecting into an existing drainage system. Tight line will require approximately 400 feet of new pipe, plus the upgrade of approximately 1,200 feet of existing pipe.

Case Study 2:

Proposed: Applicant has a 35,299 square foot lot and is proposing a new addition with an area of 1,175 square feet. The applicant is located adjacent to landslide hazard areas, and is within the EHNSWB overlay and drains to the no-disturbance area.

Required: Applicant eliminated 1,200 square feet of existing driveway and existing site improvements (walkway, driveway) to create no net increase in impervious surface with the proposed addition.

Case Study 3:

Proposed: Applicant has a 34,768 square foot lot and is proposing a new addition with an area of 156 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area.

Required: Applicant created 162 square feet of pervious driveway to create no net increase in impervious surface with the proposed addition.

Case Study 4:

Proposed: Applicant has a 23,100 square foot lot and is proposing a new addition with an area of 1,460 square feet to an existing house with a footprint of 2,172 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area. A large portion of the remaining lot is constrained by a septic drain field and associated reserve area.

Required: The applicant has not identified a solution at this time; 100% onsite infiltration or a tightline to an approved discharge location appear to be the available options.

Case Study 5:

Proposed: Applicant has a 12,500 square foot lot and is proposing a new addition with an area of 290 square feet to an existing house with a footprint of 3,150 square feet. The applicant is located within the EHNSWB overlay and drains to the no-disturbance area. Existing house drainage connects to a storm system; however connection for the addition was not an option in this case.

Required: The applicant provided drainage engineering information documenting that the existing house drainage was discharged from the storm system directly into Lake Sammamish. The applicant proposed new infiltration trenches to allow for infiltration of onsite drainage.

ATTENTION
MUM BUILDING SETBACKS

EET 10'
RIOR 2'

UREMENT ALONG CENTER LINE
DRIVEWAY TO FACE GARAGE
JAT OR OTHER FENCED PARKING

EA 20'
NING 24'

CITY OF SAMMAMISH
PER TO SMC 21A.28 FOR ALLOWABLE
CTIONS INTO THESE REQUIRED SETBACKS

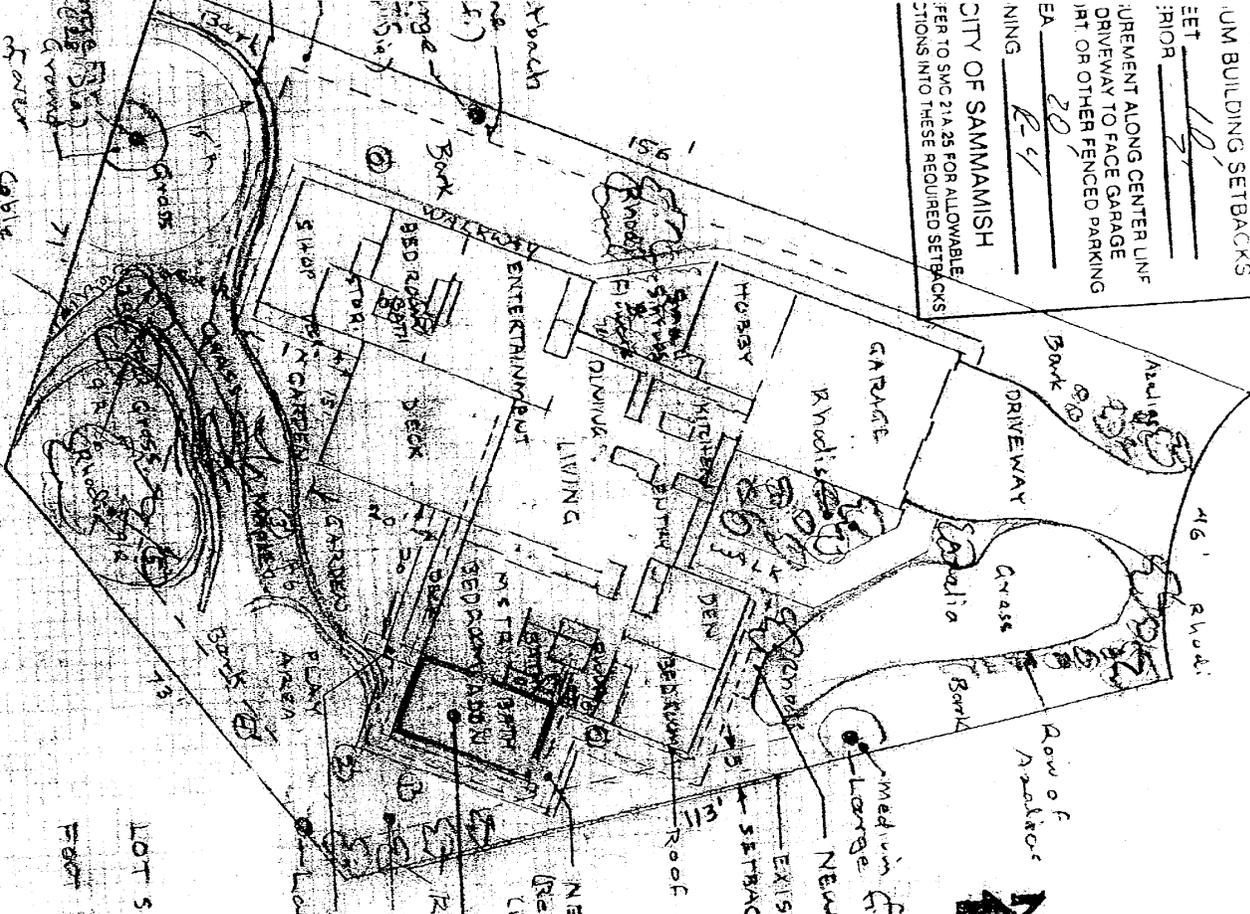
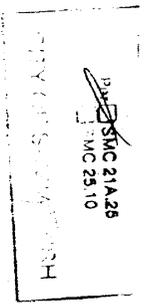


Exhibit
ENTR
Cable
Stone - Park
Stream Bed
SITE PLAN
SCALE: 1" = 20'-0"

5660

Case 5



CORRECTIONS

- NEW 2'x3'x8' INFILTRATION TRENCH
- EXIST. 6' FENCE
- SETBACK - ROOF OVERHANG TO FENCE
- Roof overhang
- Medium Fir (16" dia)
- Large Fir (24" dia)

NEW 3' WALKWAY
(Retaining wall 18" high)
ADDITION

LOT SIZE 12,500 SQ FT CALC. FROM SURVEY
EXISTING SETBACK - KNUCKLE ASSESSOR

FOOT PRINT - EXISTING 2,150 SQ FT
ADDITION 290 SQ FT
RATIO 3,440 SQ FT
12,500 = 28 %

NOTES: (1), (2) SETBACK VARIATIONS FROM 14' AND 18' FROM LOCAL BASES
RETAINING WALLS (4" TO 18" HIGH)



Memorandum

Date: July 10, 2008
To: City of Sammamish Planning Commission
From: Kamuron Gurol, Community Development Director
Re: Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and
Landslide Hazard Area Code Amendments – Response to Public Comments

On June 19th, 2008, the Planning Commission opened the public hearing for the proposed code amendments related to the Erosion Hazard near Sensitive Water Body overlay and the Landslide Hazard area. Several people spoke at the public hearing, identifying different concerns, and two sets of written public comments were received. A brief summary of the testimony (related to the code amendments in question) and City response is provided below:

Public Concern: Save Lake Sammamish (Joanna Buehler) and the Friends of Pine Lake (Ilene Stahl) expressed concerns that the proposed code amendments would “gut the provisions of SO190 Erosion Hazards Near Sensitive Water Bodies”. The concerns were based upon the history surrounding the original regulations governing the EHNSWB overlay, which Save Lake Sammamish and the Friends of Pine Lake were instrumental in adopting and maintaining through the recent critical areas code update. The comments also express a concern that the regulations would be subject to the King County Surface Water Design Manual that were in effect in 1997 (and deficient in protecting water quality in Lake Sammamish, thereby necessitating the adoption of the EHNSWB overlay).

The original regulations were adopted to ensure that phosphorus contained within soils eroding from the edges of the plateau did not create water quality issues (phytoplankton blooms) within Lake Sammamish. When the City incorporated in August of 1999, the EHNSWB overlay regulations were adopted directly from the County code into the City’s code. A copy of the subsection in question, as it existed prior to the recent 2005 critical areas update is attached to this memo together with a copy of the changes included in the 2005 critical areas update (highlighting indicates the changes). With some minor amendments for formatting / clarity, the regulations were unchanged in the recent critical areas update, except for the section currently under discussion (section 2c in SMC 21A.85, section 3c in SMC 21A.50).

Staff Response: The proposed code amendments do not amend the original regulations governing development in the Erosion Hazard Near Sensitive Water Body overlay. The original regulations were kept intact with the recent update to the critical areas code and in some cases tightened further. The proposed code amendments address a section of code that was added to the original EHNSWB overlay as part of the Council’s recent critical areas update.

The original code, which the City is not proposing to amend, does require compliance with the adopted King County Surface Water Design Manual; the manual has been amended since 1997.

In particular, the proposed code amendments allow City staff to exercise discretion in identifying the best available science on an individual property to limit the risk of erosion or landslides. The current code language artificially limits the options for drainage control on a property to either: a) 100% infiltration or, b) a tightline. These two options are the only ones available, even when the best available science, generated after a review by a geotechnical engineer in concert with a civil engineer evaluating a specific property, and peer reviewed by the City staff, does not support either option “a)” or “b)”.

Erosion Hazard Near Sensitive Water Body regulations – prior to 2005 Critical Areas Code update

21A.85.060 Special district overlay – Erosion hazards near sensitive water bodies.

...

(c) New development proposals for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes the ability to meet minimum density requirements in Chapter 21A.25 SMC. When minimum density cannot be met, runoff shall be retained on-site as follows:

- (i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);
- (ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site;
- (iii) When infiltration of downspouts is not feasible, downspout dispersion trenches shall be required when minimum flow paths defined in the KCSWDM can be met on-site or into adjacent open space; and
- (iv) When dispersion of downspouts is not feasible, downspouts shall be connected to the drainage system via perforated pipe.

....

Erosion Hazard Near Sensitive Water Body regulations – post 2005 Critical Areas Code update

21A.50.225 Special district overlay – Erosion hazards near sensitive water bodies.

...

(c) New development proposals for sites that drained predeveloped runoff to the no-disturbance zone shall evaluate the suitability of on-site soils for infiltration. All runoff from newly constructed impervious surfaces shall be retained on-site unless this requirement precludes a proposed subdivision or short subdivision from achieving 75 percent of the maximum net density as identified in Chapter 21A.25 SMC. When 75 percent of the maximum net density cannot be met, the applicant shall retain runoff on-site and a perforated tightline (Figure C.2.I, Appendix C, of the 1998 KCSWDM, as amended) shall be used to connect each lot to the central drainage system. The following drainage systems shall be evaluated, using the following sequential measures, which appear in order of preference:

- (i) Infiltration of all site runoff shall be required in granular soils as defined in the King County Surface Water Design Manual (KCSWDM);
- (ii) Infiltration of downspouts shall be required in granular soils and in soil conditions defined as allowable in the KCSWDM when feasible to fit the required trench lengths on-site. All flows not going to an individual infiltration system shall be detained on-site using the most restrictive flow control standard; and
- (iii) When infiltration of downspouts is not feasible, the applicant shall design a drainage system that will detain flows on-site using the applicable flow control standard and shall install an outlet from the drainage system designed using the best available science techniques to limit the risk of landslide or erosion to the no-disturbance area; provided, that in no case shall development proposals generating more than 2,000 square feet of impervious surface create point discharges in or upstream of the no-disturbance or landslide hazard areas.

EHNSWB and Landslide Hazard Area



EHNSWB and Landslide Hazard Area





CITY COUNCIL AGENDA BILL

Subject: First Reading and Public Hearing “Code Block” Amendments: SEPA exemption thresholds.

Meeting Date: December 16, 2008

Date Submitted: December 9, 2008

Originating Department: Community Development

Clearances:

Action Required: First Reading and Public Hearing
No action required.

City Manager **Police**

Public Works **Fire**

Building/Planning **Attorney**

Exhibits:

1. Ordinance and Attached Code Revisions
2. Memorandum to the City Council from Erica Tiliacos, Planning Commission Chair.
3. Supplemental information

Budgeted Amount: N/A

A number of “code block” amendments are proposed, sections of code that can be particularly challenging for applicants. Revisions in these code requirements would provide relief for applicants while maintaining environmental protections:

The SEPA threshold amendments would increase the exemption levels as allowed under state law, WAC 197-11-800(1)-Minor new construction-flexible thresholds. Environmental protections are provided by review under the city’s development regulations. All projects would continue to be required to comply with applicable codes and standards.

Financial Impact: N/A

Recommended Motion: No Action required. First reading and Public Hearing.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2009 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING SECTION 20.15 OF THE SAMMAMISH MUNICIPAL CODE (STATE ENVIRONMENTAL POLICY ACT PROCEDURES) TO REVISE SEPA FLEXIBLE EXEMPTION THRESHOLD LEVELS FOR MINOR NEW CONSTRUCTION

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

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003, and therein the minimum SEPA exemption thresholds for flexible thresholds set forth in WAC 197-11-800 (1); and

WHEREAS, since the comprehensive plan, zoning and municipal code were adopted, the city has also enacted additional and updated environmental standards and regulations, including tree retention requirements, traffic concurrency requirements, street, parks, and school impact fees and a critical areas ordinance updated in accordance with Best Available Science; and

WHEREAS, development applications are reviewed for compliance with these environmental regulations, and also for compliance with the Sammamish Municipal Code, including Title 21A (Development Code), Title 25 (Shoreline Management), Title 19 (Subdivisions), the City's adopted drainage manual, and applicable public works and other standards; and

WHEREAS, in accordance with WAC 197-11-800(1)(a) the categorical exemptions contained in WAC 197-11-800(1)(b) or (c) shall not apply when a rezone or any license governing emissions to the air or discharges to the water is required, and shall not apply when undertaken wholly or partly on lands covered by water; and

WHEREAS, increases in SEPA exemption threshold levels as set forth in Attachment "A" are supported by local conditions, since compliance with adopted and updated regulations and standards will provide adequate mitigation for the environmental impacts of projects up to the maximum exemptions allowed by WAC 197-11-800(1)(c) as set forth in Attachment "A"; and

WHEREAS, increasing the SEPA exempt threshold levels in accordance with WAC 197-11-800 (1) allowances will increase certainty for applicants and decrease permit processing requirements while maintaining environmental standards; and

WHEREAS, in accordance with WAC 365-195-620, a notice of intent to adopt the proposed municipal code amendments was sent to the State of Washington Department of Community, Trade and Economic Development on July 21, 2008 to allow for a 60 day review and comment period; and

WHEREAS, the adoption of agency SEPA procedures is exempt from SEPA review under WAC 197-11-800(19); and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities; and included presentation to the Sammamish Planning Commission on June 5, 2008; and

WHEREAS, the Planning Commission considered the proposed amendments at a Planning Commission public hearing conducted on June 19, 2008 and continued on July 10, 2008; and

WHEREAS, the Planning Commission considered the public comment received and other information presented at the public hearing and forwarded their recommendation to the City Council; and

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

WHEREAS, the City Council has considered the goals of GMA as set forth in RCW 36.70A.020 and determined that the proposed amendments attached to this ordinance reflect the appropriate balancing of the public interests served by the planning goals of the GMA and that adequate public notice for appropriate projects will continue to be provided.

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2009.

CITY OF SAMMAMISH

Mayor Lee Felling

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:	December 10, 2008
Public Hearing:	December 16, 2008
First Reading:	December 16, 2008
Public Hearing:	
Passed by the City Council:	
Date of Publication:	
Effective Date:	

Exhibit 1

Attachment A

Chapter 20.15

STATE ENVIRONMENTAL POLICY ACT PROCEDURES

Sections:

- 20.15.010 Definitions and abbreviations.
- 20.15.020 Lead agency.
- 20.15.030 Purpose and general requirements.
- 20.15.040 Categorical exemptions and threshold determinations.
- 20.15.050 Planned actions.
- 20.15.060 Environmental impact statements and other environmental documents.
- 20.15.070 Comments and public notice.
- 20.15.080 Use of existing environmental documents.
- 20.15.090 Substantive authority.
- 20.15.100 SEPA/GMA integration.
- 20.15.110 Ongoing actions.
- 20.15.120 Responsibility as consulted agency.
- 20.15.130 Appeals.
- 20.15.140 Department procedural rules.
- 20.15.010 Definitions and abbreviations.

(1) The City of Sammamish adopts by reference the definitions contained in WAC 197-11-700 through 197-11-799. In addition, the following definitions are adopted for this chapter:

- (a) "City council" means the Sammamish City council.
- (b) "Department" means the City of Sammamish department of community development.
- (c) "Director" means the director of the department of community development.

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(2) The following abbreviations are used in this chapter:

- (a) SEPA – State Environmental Policy Act.

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- (b) DNS – Determination of nonsignificance.
- (c) DS – Determination of significance.
- (d) EIS – Environmental impact statement. (Ord. O2003-132 § 9)

20.15.020 Lead agency.

The procedures and standards regarding lead agency responsibility contained in WAC 197-11-050 and 197-11-922 through 197-11-948 are adopted, subject to the following:

- (1) The department shall serve as the lead agency and the director shall serve as the responsible official for all SEPA activity by the City of Sammamish. (Ord. O2003-132 § 9)

20.15.030 Purpose and general requirements.

The procedures and standards regarding the timing and content of environmental review specified in WAC 197-11-055 through 197-11-100 are adopted subject to the following:

- (1) Pursuant to WAC 197-11-055(4), the department shall adopt rules and regulations pursuant to Chapter 2.55 SMC establishing a process for environmental review at the conceptual stage of permit applications that require detailed project plans and specifications (i.e., building permits and PUDs). This process shall not become effective until it has been reviewed by the council.
- (2) The optional provision of WAC 197-11-060(3)(c) is adopted.
- (3) Under WAC 197-11-100, the applicant shall prepare the initial environmental checklist, unless the lead agency specifically elects to prepare the checklist. The lead agency shall make a reasonable effort to verify the information in the environmental checklist and shall have the authority to determine the final content of the environmental checklist.
- (4) The director may set reasonable deadlines for the submittal of information, studies, or documents necessary for, or subsequent to, threshold determinations. Failure to meet such deadlines shall cause the application to be deemed withdrawn, and plans or other data previously submitted for review may be returned to the applicant together with any unexpended portion of the application review fees. (Ord. O2003-132 § 9)

20.15.040 Categorical exemptions and threshold determinations.

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

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

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- (i) The construction or location of any residential structures of up to ~~four~~twenty dwelling units; ← - - - Formatted: Indent: Left: 1", Hanging: 0.5"
- (ii) The construction of an office, school, commercial, recreational, service, or storage building with up to ~~4,000~~12,000 square feet of gross floor area, and with associated parking facilities designed for up to ~~20~~40 automobiles;
- (iii) The construction of a parking lot designed for up to ~~20~~40 automobiles; ← - - - Formatted: Indent: Left: 0.5", First line: 0.5"
- (iv) Any fill or excavation of up to ~~100~~500 cubic yards throughout the total lifetime of the fill or excavation, ~~provided, however, that if the proposed action is to remove from or replace fill in a sensitive area to correct a violation, the threshold shall be 500 cubic yards.~~ ← - - - Formatted: Indent: Left: 1", Hanging: 0.5"
- (b) The determination of whether a proposal is categorically exempt shall be made by the department. ← - - - Formatted: Indent: Left: 0.5", Hanging: 0.5"

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

- (a) If the department issues a mitigated DNS, conditions requiring compliance with the mitigation measures that were specified in the application and environmental checklist shall be deemed conditions of any decision or recommendation of approval of the action. ← - - - Formatted: Indent: Left: 0.5", Hanging: 0.5"
- (b) If at any time the proposed mitigation measures are withdrawn or substantially changed, the responsible official shall review the threshold determination and, if necessary, may withdraw the mitigated DNS and issue a DS. (Ord. O2003-132 § 9)

20.15.050 Planned actions.

The procedures and standards of WAC 197-11-164 through 197-11-172 are adopted regarding the designation of planned actions. (Ord. O2003-132 § 9)

20.15.060 Environmental impact statements and other environmental documents.

The procedures and standards for preparation of environmental impact statements and other environmental documents pursuant to WAC 197-11-400 through 197-11-460 and 197-11-600 through 197-11-640 are adopted, subject to the following:

- (1) Pursuant to WAC 197-11-408(2)(a), all comments on determinations of significance and scoping notices shall be in writing, except where a public meeting on EIS scoping occurs pursuant to WAC 197-11-410(1)(b).
- (2) Pursuant to WAC 197-11-420, 197-11-620, and 197-11-625, the department shall be responsible for preparation and content of EISs and other environmental documents. The department shall contract with consultants as necessary for the preparation of environmental documents. The department may

Exhibit 1

consider the opinion of the applicant regarding the qualifications of the consultant but the department shall retain sole authority for selecting persons or firms to author, co-author, provide special services, or otherwise participate in the preparation of required environmental documents.

(3) Consultants or subconsultants selected by the City to prepare environmental documents for a private development proposal shall not: act as agents for the applicant in preparation or acquisition of associated underlying permits; have a financial interest in the proposal for which the environmental document is being prepared; perform any work or provide any services for the applicant in connection with or related to the proposal.

(4) The department ~~may~~ shall establish and maintain one or more lists of qualified consultants who are eligible to receive contracts for preparation of environmental documents. Separate lists may be maintained to reflect specialized qualifications or expertise. When the department requires consultant services to prepare environmental documents, the department shall select a consultant from the lists and negotiate a contract for such services. Pursuant to Chapter 2.55 SMC, the department shall promulgate administrative rules that establish processes to: create and maintain a qualified consultant list; select consultants from the list; remove consultants from the list; provide a method by which applicants may request a reconsideration of selected consultants based upon costs, qualifications, or timely production of the environmental document; and waive the consultant selection requirements of this chapter.

(5) All costs of preparing the environmental document shall be borne by the applicant. Pursuant to Chapter 2.55 SMC, the department ~~may~~ shall promulgate administrative rules that establish a ~~deposit mechanism trust fund~~ deposit mechanism for consultant payment purposes, define consultant payment schedules, prescribe procedures for treating interest from deposited funds, and develop other procedures necessary to implement this chapter.

(6) In the event an applicant decides to suspend or abandon the project, the applicant must provide formal written notice to the department and consultant. The applicant shall continue to be responsible for all monies expended by the division or consultants to the point of receipt of notification to suspend or abandon, or other obligations or penalties under the terms of any contract let for preparation of the environmental documents.

(7) The department shall only publish an environmental impact statement (EIS) when it believes that the EIS adequately discloses: the significant direct, indirect, and cumulative adverse impacts of the proposal and its alternatives; mitigation measures proposed and committed to by the applicant, and their effectiveness in significantly mitigating impacts; mitigation measures that could be implemented or required; and unavoidable significant adverse impacts. Unless otherwise agreed to by the applicant, a final environmental impact statement shall be issued by the department within 270 days following the issuance of a DS for the proposal, except for public projects and nonproject actions, unless the department determines at the time of issuance of the DS that a longer time period will be required because of the extraordinary size of the proposal or the scope of the environmental impacts resulting therefrom; provided, that the additional time shall not exceed 90 days unless agreed to by the applicant.

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(8) The following periods shall be excluded from the 270-day time period for issuing a final environmental impact statement:

- (a) Any time period during which the applicant has failed to pay required environmental review fees to the department;
- (b) Any period of time during which the applicant has been requested to provide additional information required for preparation of the environmental impact statement; and
- (c) Any period of time during which the applicant has not authorized the department to proceed with preparation of the environmental impact statement. (Ord. O2003-132 § 9)

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20.15.070 Comments and public notice.

(1) The procedures and standards of WAC 197-11-500 through 197-11-570 are adopted regarding public notice and comments.

(2) For purposes of WAC 197-11-510, public notice shall be required as provided in this title. Publication of notice in a newspaper of general circulation in the area where the proposal is located also shall be required for all nonproject actions and for all other proposals that are subject to the provisions of this chapter but are not classified as land use permit decisions in this title.

(3) The responsible official may require further notice if deemed necessary to provide adequate public notice of a pending action. Failure to require further or alternative notice shall not be a violation of any notice procedure. (Ord. O2003-132 § 9)

20.15.080 Use of existing environmental documents.

The procedures and standards of WAC 197-11-600 through 197-11-640 are adopted regarding use of existing environmental documents. (Ord. O2003-132 § 9)

20.15.090 Substantive authority.

(1) The procedures and standards of WAC 197-11-650 through 197-11-660 regarding substantive authority and mitigation, and WAC 197-11-158, regarding reliance on existing plans, laws and regulations, are adopted.

(2) For the purposes of RCW 43.21C.060 and WAC 197-11-660(a), the following policies, plans, rules and regulations, and all amendments thereto, are designated as potential bases for the exercise of the City of Sammamish's substantive authority under SEPA, subject to the provisions of RCW 43.21C.240 and subsection (3) of this section:

- (a) The policies of the State Environmental Policy Act, RCW 43.21C.020.
- (b) The City's comprehensive plan, and surface water management program basin plans, as specified in Chapters 24.15 and 24.20 SMC.

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(c) The Sammamish development code, as adopted in SMC Title 21A.

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(d) The City's shoreline management master plan, as adopted in SMC Title 25.

(e) The King County surface water runoff policy, as adopted by reference in Chapter 9.04 KCC as adopted by Chapter 15.05 SMC.

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(f) The City's public works standards and transportation regulations, as adopted in SMC Title 14.

(g) The City's noise ordinance, Chapter 8.15 SMC.

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(3) Substantive SEPA authority to condition or deny new development proposals or other actions shall be used only in cases where specific adverse environmental impacts are not addressed by regulations as set forth below, or unusual circumstances exist. In cases where the City has adopted the following regulations to systematically avoid or mitigate adverse impacts (Chapter 21A.25 SMC, Development Standards – Density and Dimensions; Chapter 21A.30 SMC, Development Standards – Design Requirements; Chapter 21A.35 SMC, Development Standards – Landscaping and Irrigation; Chapter 21A.40 SMC, Development Standards – Parking and Circulation; Chapter 21A.45 SMC, Development Standards – Signs; Chapter 21A.50 SMC, Environmentally Sensitive Areas; Chapter 21A.55 SMC, Development Standards – Communication Facilities; Chapter 21A.60 SMC, Development Standards – Adequacy of Public Facilities and Services), those standards and regulations will normally constitute adequate mitigation of the impacts of new development. Unusual circumstances related to a site or to a proposal, as well as environmental impacts not mitigated by the foregoing regulations, will be subject to site-specific or project-specific SEPA mitigation.

(4) Any decision to approve, deny, or approve with conditions pursuant to RCW 43.21C.060 shall be contained in the responsible official's decision document. The written decision shall contain facts and conclusions based on the proposal's specific adverse environmental impacts (or lack thereof) as identified in an environmental checklist, EIS, threshold determination, other environmental document including a department's staff report and recommendation to a decision maker, or findings made pursuant to a public hearing authorized or required by law or ordinance. The decision document shall state the specific plan, policy or regulation that supports the SEPA decision and, if mitigation beyond existing development regulations is required, the specific adverse environmental impacts and the reasons why additional mitigation is needed to comply with SEPA.

(5) This chapter shall not be construed as a limitation on the authority of the City to approve, deny, or condition a proposal for reasons based upon other statutes, ordinances, or regulations. (Ord. O2003-132 § 9)

20.15.100 SEPA/GMA integration.

The procedures and standards regarding the timing and content of environmental review specified in WAC 197-11-210 through WAC 197-11-235 are hereby adopted. (Ord. O2003-132 § 9)

Exhibit 1

20.15.110 Ongoing actions.

Unless otherwise provided herein, the provisions of Chapter 197-11 WAC shall be applicable to all elements of SEPA compliance, including the modification or supplementation of an EIS, initiated after the effective date of the ordinance. (Ord. O2003-132 § 9)

20.15.120 Responsibility as consulted agency.

All requests from other agencies that the City of Sammamish consult on threshold investigations, the scope process, EISs, or other environmental documents shall be submitted to the department. The department shall be responsible for coordination with other affected City officials and for compiling and transmitting the City's response to such requests for consultation. (Ord. O2003-132 § 9)

20.15.130 Appeals.

(1) Appeals of threshold determinations or the adequacy of a final EIS are procedural SEPA appeals that are conducted by the hearing examiner pursuant to the provisions of SMC 20.10.070, subject to the following:

(a) Only one appeal of each threshold determination shall be allowed on a proposal.

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(b) As provided in RCW 43.21C.075(3)(d), the decision of the responsible official shall be entitled to substantial weight.

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(c) An appeal of a DS must be filed within 14 calendar days following issuance of the DS.

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(d) An appeal of a DNS for actions classified as land use permit decisions in SMC 20.05.020 must be filed within 21 calendar days following notice of the decision as provided in SMC 20.05.090. For actions not classified as land use permit decisions in SMC 20.05.020, no administrative appeal of a DNS is permitted.

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(e) Administrative appeals of the adequacy of a final EIS are permitted for actions classified as Type 2, 3 or 4 land use permit decisions in SMC 20.05.020, except Type 1 decisions for which the department has issued a threshold determination. Such appeals must be filed within 21 calendar days following notice of the decision or recommendation as provided in SMC 20.05.090.

(f) The hearing examiner shall make a final decision on all procedural SEPA determinations. The hearing examiner's decision may be appealed to superior court as provided in SMC 20.10.250(1).

(2) The hearing examiner's consideration of procedural SEPA appeals shall be consolidated in all cases with substantive SEPA appeals, if any, involving decisions to condition or deny an application pursuant to RCW 43.21C.060 and with the public hearing or appeal, if any, on the proposal, except for appeals of a DS.

Exhibit 1

(3) Administrative appeals of decisions to condition or deny applications pursuant to RCW 43.21C.060 shall be consolidated in all cases with administrative appeals, if any, on the merits of a proposal.

(4) Notwithstanding the provisions of subsections (1) through (3) of this section, the department may adopt procedures under which an administrative appeal shall not be provided if the director finds that consideration of an appeal would be likely to cause the department to violate a compliance, enforcement, or other specific mandatory order or specific legal obligation. The director's determination shall be included in the notice of the SEPA determination, and the director shall provide a written summary upon which the determination is based within five days of receiving a written request. Because there would be no administrative appeal in such situations, review may be sought before a court of competent jurisdiction under RCW 43.21C.075 and applicable regulations, in connection with an appeal of the underlying governmental action. (Ord. O2003-132 § 9)

20.15.140 Department procedural rules.

(1) The department may prepare rules and regulations pursuant to Chapter 2.55 SMC for the implementation of SEPA, Chapter 197-11 WAC, and this chapter.

(2) The rules and regulations prepared by the department shall not become effective until approved by council motion. (Ord. O2003-132 § 9)



Planning Commission

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

To: City Council

From: Erica Tiliacos, Chair

A handwritten signature in black ink, appearing to read 'Erica Tiliacos', is written over the 'From:' line.

July 24, 2008

RE: Recommendation for "Code Block" amendments to the Sammamish Municipal Code

On behalf of the Planning Commission, I am pleased to transmit the Planning Commission's recommendations for the "Code Block" amendments to the Sammamish Municipal Code. The Commission and staff used a public participation process that included multiple public meetings and an extended public hearing process. These amendments address lots split by zoning designations, SEPA exemption thresholds, and drainage requirements in the Erosion Hazard Near Sensitive Water Body (EHNSWB) overlay and Landslide Hazard areas.

Lot Split by Zone Boundaries

The Planning Commission recommends that the City Council **adopt** the proposed amendment to the code regarding lots split by zoning boundaries.

Drainage Requirements for the EHNSWB overlay and the Landslide Hazard area

1. The Planning Commission recommends that the City Council **adopt** the proposed amendment related to the one-time exemption for 200 square foot additions to single family homes that existed prior to January 1, 2006.
2. The Planning Commission recommends that the City Council **defer action** on the proposed amendments that allow alternatives to infiltration or a tight-line system until the City has:
 - Resolved the litigation and implemented the NPDES permitting requirements.
 - Adopted an updated Storm Water Drainage Manual
 - Updated the Sub- Basin Plans for all of the sub-basins affected by these regulations

SEPA Exemption Thresholds:

The Planning Commission recommends that the City Council **defer action** on the proposed amendments regarding SEPA review thresholds. The Commission also notes that:

1. Raising SEPA exemption thresholds may be an appropriate incentive for Low Impact Development
2. Sufficient public notice and appeal processes must apply for any projects not subject to SEPA review
3. The Planning Commission requests additional SEPA training by the Department of Ecology

Thank you for your consideration of our recommendations. We look forward to the Council's process to take action later this year. If you have any questions, please contact Kamuron Gurol at 425.295.0520 or kqurol@ci.sammamish.wa.us.

REPRODUCED FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY WEB SITE:

SEPA Categorical Exemptions

Q: What is a "categorical exemption"?

A: A categorical exemption is a type of government action that is specifically designated as being exempt from SEPA compliance because it is unlikely to have a significant adverse environmental impact. The categorical exemptions are found in Part Nine of the SEPA Rules, and in RCW 43.21C.035, .037, and .0384.

Q: What types of proposals are categorically exempt?

A: Certain proposals are exempt because they are of the size or type to be unlikely to cause a significant adverse environmental impact. Examples include minor new construction, such as, four dwelling units or less, commercial buildings with 4,000 square feet or less, and minor road and street improvements. Other exemptions include enforcement and inspection activities, issuing business licenses, storm/water/sewer lines eight inches or less, etc. Some proposals are exempt by statute, regardless of environmental impact.

Q: What are "flexible thresholds"?

A: The SEPA Rules allow the counties and cities to raise the exemption levels to the maximum specified in the SEPA Rules. These flexible threshold levels allow the counties and cities to determine what level of exemption is appropriate for their jurisdiction. For example, 20 dwelling units in a large city would not have the same impact as they would in a rural community. So the large city may set the exemption at the maximum level of 20 units, and the rural community may set it at the minimum level at 4 units.

Q: When do categorical exemptions not apply?

A: Some exemptions contain conditions under which they do not apply, such as projects undertaken wholly or partly on lands covered by water; projects requiring a license to discharge to the air or water; or projects requiring a rezone. A city or county may also eliminate some exemptions if the project is located within a designated critical area. WAC 197-11-305 outlines further instances where an exempt action must be reviewed under SEPA.

Q: If a county or city has raised the categorical exemption level for minor new construction activities, or eliminated some of the categorical exemptions in critical areas, do these decisions apply when a state agency or special district is lead agency (for example, the state Department of Transportation, a port district, or school district)?

A: Yes, before deciding if a proposal is categorically exempt, state agencies and special districts should consult with the city or county with jurisdiction to determine the exemption level for that area, or whether an exemption has been eliminated within a particular critical area.

Exhibit 3

Q: When are annexations exempt? Are annexations to a district exempt?

A: The 1994 Legislature specifically exempted annexations to cities or towns [RCW 43.21C.222], although the adoption of zoning pursuant to the annexation is not exempt. Annexations to districts are specifically identified as agency actions [WAC 197-11-704(2)(b)(iv)] and are not exempt.

Q: When would it be appropriate to use the emergency exemption?

A: Emergency exemptions apply to actions that must be undertaken immediately or within a time too short to allow full compliance with SEPA to:

1. Avoid an imminent threat to public health or safety,
2. Prevent an imminent danger to public or private property, or
3. Prevent an imminent threat of serious environmental degradation.

Q: Can an emergency exemption be used for part of a project and SEPA review be required for other parts of the project?

A: If portions of the project meet the definition of emergency, those portions can be done immediately without SEPA environmental review. Other portions may require SEPA review. For example, if a marina collapses in a storm, cleanup may need to occur immediately to prevent a threat to the public or the environment. This would probably be considered an emergency exemption. However, the additional reconstruction/repair that can be done over a longer period of time would require SEPA review.

SEPA Categorical Exemption Levels

	City of Issaquah	City of Redmond	City of Bellevue	City of Kirkland	City of Mercer Island		Sammamish Current	Sammamish Proposed
Dwelling Units	4 Units	20 Units	10 Units	9 Units	4 Units		4 Units	20 Units
Agricultural Buildings	10,000 Square Feet	30,000 Square Feet	30,000 Square Feet	10,000 Square Feet	10,000 Square Feet		10,000 Square Feet	10,000 Square Feet
Office, School, Commercial, Recreational or Storage buildings	4,000 Square Feet	12,000 Square Feet	4,000 Square Feet	4,000 Square Feet	4,000 Square Feet		4,000 Square Feet	12,000 Square Feet
Landfills & Excavations	100 Cubic Yards	500* Cubic Yards	500 Cubic Yards	500 Cubic Yards	500** Cubic Yards		100*** Cubic Yards	500 Cubic Yards
Parking Lots	20 Parking Spaces	40 Parking Spaces	20 Parking Spaces	20 Parking Spaces	20 Parking Spaces		20 Parking Spaces	40 Parking Spaces

* 100 cubic yards in sensitive areas, 500 to correct a violation

** 100 cubic yards in wetland, 250 in shoreline

*** 500 cubic yards to correct a violation in sensitive area

PUBLIC NOTICE REQUIREMENTS-SAMMAMISH MUNICIPAL CODE

The following information is excerpted from the Sammamish Municipal Code, and relates to public notice requirements for the various types of project decisions made by the City. All Type 2, 3 and 4 permits are subject to a notice of application and a notice of recommendation/decision. Increasing the SEPA flexible thresholds as allowed under WAC 197-11-800 (1) would not eliminate or reduce notice requirements for Type 2, 3 or 4 permits. Only those projects that were previously subject to SEPA, are newly exempted, and do not require a Type 2, 3 or 4 permit would be subject to changed notice requirements. These would typically be grading between 100 and 500 cubic yards, and building permits for newly exempted structures as set forth in the proposed code amendment.

20.05.020 Classifications of land use decision processes.

...

**Exhibit A
LAND USE DECISION TYPE**

Type 1	Decision by director, no administrative appeal	Building; clearing and grading; boundary line adjustment; right-of-way; road variance except those rendered in conjunction with a short plat decision ¹ ; variance from the requirements of Chapter 9.04 KCC as adopted by Chapter 15.05 SMC; shoreline exemption; approval of a conversion harvest plan
Type 2	Decision by director appealable to hearing examiner, no further administrative appeal	Short plat; road variance decisions rendered in conjunction with a short plat decision; zoning variance; conditional use permit; temporary use; procedural and substantive SEPA decision; site development permit; approval of residential density incentives or transfer of development credits; reuse of public schools; reasonable use exceptions under SMC 21A.50.070(2) ; preliminary determinations under SMC 20.05.030(2) ; sensitive areas exceptions and decisions to require studies or to approve, condition or deny a development proposal based on the requirements of Chapter 21A.50 SMC; binding site plan
Type 3	Recommendation by director, hearing and decision by hearing examiner appealable to superior court	Preliminary plat; plat alterations; preliminary plat revisions; plat vacations; zone reclassifications ² ; urban planned development; special use
Type 4	Recommendation by director, hearing and decision by hearing examiner appealable to the State Shoreline Hearings Board	Shoreline substantial development permits; shoreline variances; shoreline conditional use permits

20.05.060 Notice of application.

(1) A notice of application shall be provided to the public for all land use permit applications requiring Type 2, 3 or 4 decisions or Type 1 decisions subject to SEPA pursuant to this section.

20.05.090 Notice of decision or recommendation – Appeals.

PUBLIC NOTICE REQUIREMENTS-SAMMAMISH MUNICIPAL CODE

- (1) The department shall provide notice in a timely manner of its final decision or recommendation on permits requiring Type 2, 3 and 4 land use decisions and Type 1 decisions subject to SEPA, including the threshold determination, if any, the dates for any public hearings, and the procedures for administrative appeals, if any. Notice shall be provided to the applicant, to the Department of Ecology, and to agencies with jurisdiction if required by Chapter [20.15](#) SMC, to the Department of Ecology and Attorney General as provided in Chapter [90.58](#) RCW, and to any person who, prior to the decision or recommendation, had requested notice of the decision or recommendation or submitted comments. The notice shall also be provided to the public as provided in SMC [20.05.060](#).
- (2) Except for shoreline permits that are appealable to the State Shorelines Hearings Board, all notices of appeal to the hearing examiner of Type 2 land use decisions made by the director shall be filed within 21 calendar days from the date of issuance of the notice of decision as provided in SMC [20.10.080](#). (Ord. O99-29 § 1)