



City Council, Regular Meeting/ Study Session

AGENDA

6:30 pm – 9:30 pm

October 7, 2014

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

Public Comment

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

Consent Agenda

- Payroll for period ending September 15, 2014 for pay date September 19, 2014 in the amount of \$ 301,122.19
 - Payroll for period ending September 30, 2014 for pay date October 3, 2014 in the amount of \$ 301,642.33
1. **Approval:** Claims for period ending October 7, 2014 in the amount of \$ 1,000,522.18 for Check No. 38554 through 38744
 2. **Ordinance:** Amending Attachment A To Ordinance O2014-373, Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency
 3. **Resolution:** Accepting The Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements Project As Complete
 4. **Contract:** Hearing Examiner/Galt
 5. **Interlocal:** 2014 Overlay Program/Sammamish Plateau Water & Sewer District
 6. **Approval:** Minutes for the City Council Regular Meeting on September 2, 2014

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.

7. **Approval:** Notes for the City Council Study Session/Joint Meeting with the Planning Commission on September 9, 2014

Public Hearings

8. **Ordinance:** First Reading Amending The City Comprehensive Plan Figure III-2a To Designate Klahanie As A Potential Annexation Area (PAA)
9. **Ordinance:** First Reading Amending The City Comprehensive Plan Land Use And Zoning Maps To Establish Contingent Land Use Designations And Zoning For The Klahanie Potential Annexation Area (PAA)

Unfinished Business - None

New Business

10. **Resolution:** Supporting Initiative 594, Concerning Requiring Criminal And Public Safety Background Checks For Firearm Sales And Transfers By Unlicensed Sellers

Initiative Measure 594 Ballot Title

AN ACT Relating to requiring criminal and public safety background checks for gun sales and transfers; amending RCW 9.41.010, 9.41.090, 9.41.122, 9.41.124, and 82.12.040; adding new sections to chapter 9.41 RCW; adding a new section to chapter 82.08 RCW; creating a new section; and prescribing penalties.

Council Reports

City Manager Report

Executive Session - Property Acquisition pursuant to RCW 42.30.110(1)(b) and Property Sale pursuant to RCW 42.30.110(1)(c)

Adjournment

Study Session

Topics

- **Department Budgets:**
 - Administrative Services - Legal Services
 - Community Development
 - Public Safety

Adjournment

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AGENDA CALENDAR

October 2014			
Tues 10/14	6:30 pm	Special Meeting/Study Session	Discussion: Public Works Standards Department Budgets: Parks/Public Works (including Facilities & Maintenance)
Mon 10/20	6:30 pm	Regular Committee of the Whole Meeting	If needed
Tues 10/21	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Presentation: Friends of the Issaquah Salmon Hatchery Budget Deliberations Ordinance: 2nd Reading Recreational Marijuana Ban Human Services Grants Interlocal: Human Service Grant Pooled Funding/City of Bellevue (consent)(tentative)
Nov 2014			
Tues 11/04	6:30 pm		Hearing: 1 st Reading Property Tax Levy Ordinance Public Hearing: 1 st Reading 2015-2016 Budget Ordinance: First Reading School Impact Fees (LWSD, ISD, SVSD) Resolution: 2015 Fee Schedule Resolution: 2015 Salary Schedule Resolution: 2015 Medical Premium Co-pay percent
Tues 11/11		Offices Closed	Veteran's Day
Tues 11/12	6:30 pm	Study Session	
Mon 11/17	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 11/18	6:30 pm	Regular Meeting	Flag Ceremony Pack 225 Presentation: King Conservation District Public Hearing: 2 nd Reading Property Tax Levy Ordinance Public Hearing: 2 nd Reading 2015-2016 Budget Ordinance Public Hearing: Ordinance 2 st Reading Klahanie Comp Plan Amendment Ordinance: Second Reading School Impact Fees (LWSD, ISD, SVSD)
Dec 2014			
Tues 12/02	6:30 pm	Regular Meeting	Approval: Human Service Grant Recommendations (consent) Contract: Custodial Services/Top to Bottom (consent) Contract: Pressure Washing/TBD (consent) Contract: Plumbing/TBD (consent) Contract: Electrical/Sequoyah (consent)
Tues 12/09	6:30 pm	Study Session	
Mon 12/15	6:30 pm	Regular Committee of the Whole Meeting	(if needed)
Tues 12/16	6:30 pm	Regular Meeting	
Jan 2014			
Tues 1/6	6:30 pm	Regular Meeting	
Tues 1/13	6:30 pm	Study Session	
Mon 1/19	Closed	Holiday	Martin Luther King Day
Tues 1/20	6:30 pm	Regular Meeting	

Thurs 1/22	6:00 pm	Council Retreat	TBD
Friday 1/23	9:00 am	Council Retreat	TBD
Sat 1/24	9:00 am	Council Retreat	TBD
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise Final Acceptance: 2013 Crack Seal Project		Ordinance: First Reading Social Hosts Economic Development Plan	Mountains to Sound Greenway Sustainability/Climate Change Bid Award: Stormwater Repairs

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

<< September

October 2014

November >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 6 p.m. Auditions - A Repertory Collective Project 6:30 p.m. Parks and Recreation Commission Meeting	2 10:30 a.m. CLASS IS FULL Senior Art Class - "Pushing the Puddle" watercolor workshop 6:30 p.m. Planning Commission Meeting	3	4 9 a.m. Volunteer at Lower Commons 10 a.m. Mayor's Month of Concern Food Drive
5	6	7 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	8	9	10 4 p.m. Skyline High School Homecoming Parade	11 9 a.m. Volunteer at Ebright Creek Park 10 a.m. Arts Fair
12 10 a.m. Arts Fair	13	14 6:30 p.m. City Council Study Session 6:30 p.m. Auditions - A Repertory Collective Project	15 5:30 p.m. Klahanie Annexation open house	16 6:30 p.m. Planning Commission Meeting	17 8:30 a.m. "A Cut Above" - Exhibit	18 9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Walks at Beaver Lake Preserve
19	20 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	21 6:30 p.m. City Council Meeting	22	23	24	25 9 a.m. Sammamish Recycling Collection Event
26	27	28 10 a.m. Finance Committee Meeting	29	30	31 3 p.m. Halloween Happening	

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

<< October

November 2014

December >>

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



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 2, 2014,
RE: Claims for October 7, 2014

\$ 49,572.52
 14,694.76
 570,887.29
 365,367.61

Top 10 Over \$10,000 Payments

Lakeside Industries	\$355,833.75	Pavement Overlay Program
Jaymarc	\$112,946.68	2014 - AV Replacement Project
King County Finance	\$44,029.77	Traffic Maint, Development Inspection, Overlay Project
Watson Asphalt	\$43,849.44	Roadway Overlay Program
Santana Trucking	\$40,885.74	Evans Creek Preserve Phase 2
HWA	\$26,176.15	Overlay Testing & Inspection, Ground Water Monitoring,
Plantscapes	\$22,318.29	Pond Mowing
Cityworks	\$21,900.00	MyCityWorks.com
Jacobsen Engineering	\$19,078.88	ITS Phase 1 - 228th Project
ANM Electric	\$18,054.68	Electrical Work - City Hall & Antenna Repairs

TOTAL \$ 1,000,522.18
Checks # 38554 - 38744

49,572.52 +
 14,694.76 +
 570,887.29 +
 365,367.61 +
 1,000,522.18 +

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 9/19/2014 - 9:19 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38554	09/19/2014	ANI	ANI Administrators NW Inc	1,470.22	38,554
38555	09/19/2014	CENTLIN2	Century Link	46.45	38,555
38556	09/19/2014	COSTCO	Costco Wholesale	1,569.28	38,556
38557	09/19/2014	ICMA401	ICMA 401	37,774.91	38,557
38558	09/19/2014	ICMA457	ICMA457	8,466.04	38,558
38559	09/19/2014	KINGCTSD	King County Dist Court - So Div	245.62	38,559
Check Total:				49,572.52	

Accounts Payable

Check Detail

User: mdunham
 Printed: 09/03/2014 - 11:20AM



Check Number	Check Date	Amount
ABC - ABC Special Event Rentals 001-018-518-10-41-00		
38560	12/04/2012	
Inv 15854-1		1,165.08
38560 Total:		1,165.08
ABC - ABC Special Event Rentals Total:		
		1,165.08
ADVANTAG - Advantage Building Services		
38561	12/04/2012	
Inv 11-1491		9,626.78
38561 Total:		9,626.78
ADVANTAG - Advantage Building Services Total:		
		9,626.78
ALEXMOOR - Alexander, Todd E.		
38562	12/04/2012	
Inv 001		10,950.00
Inv 002		3,285.00
38562 Total:		14,235.00
ALEXMOOR - Alexander, Todd E. Total:		
		14,235.00
ALLAROUN - All Around Fence Co		
38563	12/04/2012	
Inv 4910		3,855.40
38563 Total:		3,855.40
ALLAROUN - All Around Fence Co Total:		
		3,855.40
ANI - ANI Administrators NW Inc		
38564	12/04/2012	
Inv 11/12		342.00
38564 Total:		342.00
ANI - ANI Administrators NW Inc Total:		
		342.00

*These check #'s
 used in error
 in 2012*

*So they will be
 VOIDED + SKIPPED*

38560 - 38624

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
38625	09/19/2014	CENTLIN2	Century Link	46.45	38,625
38626	09/19/2014	MAILPO	Mail Post	652.36	38,626
38627	09/19/2014	PSE	Puget Sound Energy	13,703.95	38,627
38628	09/19/2014	WASUPPOR	Wa State Support Registry	292.00	38,628
Check Total:				14,694.76	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
38629	10/07/2014	ACENB	North Bend Ace Hardware LLC	184.95	38,629
38630	10/07/2014	ACTIONAP	Action Apparel	114.39	38,630
38631	10/07/2014	ANDERMEL	Melonie Anderson	116.71	38,631
38632	10/07/2014	ANDERQUI	Quinn Anderson	427.00	38,632
38633	10/07/2014	ANM	ANM Electric Inc	18,054.68	38,633
38634	10/07/2014	ATOMIC	Atomic Art Services, Inc	135.00	38,634
38635	10/07/2014	BARAN	Sevda Baran	120.44	38,635
38636	10/07/2014	BELLCITY	City Of Bellevue	13,355.00	38,636
38637	10/07/2014	BELPAINT	Bellevue Paint & Decorating Inc	330.90	38,637
38638	10/07/2014	BHC	BHC Consultants, LLC	10,400.00	38,638
38639	10/07/2014	BMC	BMC Select	5,093.07	38,639
38640	10/07/2014	BRICKMAN	Brickman Group Ltd LLC	5,781.05	38,640
38641	10/07/2014	BRUNE	Susan Brune	5.38	38,641
38642	10/07/2014	CADMAN	Cadman, Inc.	6,389.66	38,642
38643	10/07/2014	CDW	CDW Govt Inc	272.22	38,643
38644	10/07/2014	CENTLIN2	Century Link	65.99	38,644
38645	10/07/2014	CITYWORK	Cityworks	21,900.00	38,645
38646	10/07/2014	COMCAST2	COMCAST	95.80	38,646
38647	10/07/2014	CRW	CRW Systems	4,051.50	38,647
38648	10/07/2014	CURRY	Kathy Curry	49.28	38,648
38649	10/07/2014	DAILY	Daily Journal of Commerce	138.60	38,649
38650	10/07/2014	DALZIEL	Tawni Dalziel	73.24	38,650
38651	10/07/2014	DEERE	John Deere Landscapes	294.23	38,651
38652	10/07/2014	deSimas	Carl deSimas	32.00	38,652
38653	10/07/2014	DEVI	Devi Studios LLC	281.25	38,653
38654	10/07/2014	DILLEY	Jennifer Dilley	654.54	38,654
38655	10/07/2014	DONOVAN	Darci Donovan	76.42	38,655
38656	10/07/2014	ENGBUS	Engineering Business Systems Inc	4,296.16	38,656
38657	10/07/2014	EVERFORD	Evergreen Ford	1,427.89	38,657
38658	10/07/2014	EVERGR	Evergreen Print Solutions	562.13	38,658
38659	10/07/2014	EVERSONS	Everson's Econo Vac, Inc.	1,316.50	38,659
38660	10/07/2014	FASTENAL	Fastenal Industrial Supplies	458.82	38,660
38661	10/07/2014	FORESTRY	Forestry Suppliers, Inc	151.28	38,661
38662	10/07/2014	GALVIN	John Galvin	826.00	38,662
38663	10/07/2014	GIANINI	Chris Gianini	148.99	38,663
38664	10/07/2014	GUARDIAN	Guardian Security	72.00	38,664
38665	10/07/2014	HAGEE	Hagee Plumbing Inc	5,723.18	38,665
38666	10/07/2014	HANDLOS	Lynne Handlos	14.45	38,666
38667	10/07/2014	HDFOWL	H. D. Fowler Company	6,993.68	38,667
38668	10/07/2014	Husky	Husky International Trucks	3,252.55	38,668
38669	10/07/2014	HWA	HWA GeoSciences, Inc	26,176.15	38,669
38670	10/07/2014	INTEGRA	Integra Telecom	1,643.57	38,670
38671	10/07/2014	IPS	Integrated Print Solutions, Inc	8,063.28	38,671
38672	10/07/2014	ISD	Issaquah School District	1,317.55	38,672
38673	10/07/2014	ISSCITY	City Of Issaquah	9,892.50	38,673
38674	10/07/2014	JACOBSEN	Jacobs Engineering Group, Inc	19,078.88	38,674
38675	10/07/2014	JAYMARC	Jaymarc AV	112,946.68	38,675
38676	10/07/2014	KCBLANK	King County Finance	2,540.71	38,676
38677	10/07/2014	KINGFI	King County Finance A/R	44,029.77	38,677
38678	10/07/2014	KINGSH	King County Sheriff's Office	9,990.44	38,678

Check	Date	Vendor No	Vendor Name	Amount	Voucher
38679	10/07/2014	KIRKBRIA	Brian Kirkland	189.00	38,679
38680	10/07/2014	KLEINFEL	Kleinfelder, Inc.	9,527.11	38,680
38681	10/07/2014	LAKESIDE	Lakeside Industries	1,980.62	38,681
38682	10/07/2014	LAUZON	Mike Lauzon	7,422.50	38,682
38683	10/07/2014	LIGHTLOA	Light Loads Concrete, LLC	1,219.63	38,683
38684	10/07/2014	LINCOLNT	Lincoln Towing	198.20	38,684
38685	10/07/2014	LPD	LPD Engineering PLLC	2,952.50	38,685
38686	10/07/2014	LUNDE	Devany Lunde	40.23	38,686
38687	10/07/2014	MAE	Teresa Mac	75.00	38,687
38688	10/07/2014	MARTINJO	Joanna Martin	83.94	38,688
38689	10/07/2014	MATHEWSA	Anne Mathews	300.00	38,689
38690	10/07/2014	McKENZIE	Heather McKenzie	91.50	38,690
38691	10/07/2014	MICRO	Microflex, Inc.	91.27	38,691
38692	10/07/2014	MINUTE	Mike Immel	54.75	38,692
38693	10/07/2014	MOFFATT	Moffatt & Nichol Engineers	7,910.60	38,693
38694	10/07/2014	NC MACH	NC Machinery Co	662.27	38,694
38695	10/07/2014	NEWMAND	Sherric Newman	500.00	38,695
38696	10/07/2014	NWCASC	Northwest Cascade, Inc.	288.75	38,696
38697	10/07/2014	NWENVTEC	NW Envirotech LLC	1,517.28	38,697
38698	10/07/2014	NWLSVC	NW Landscape Services of WA LLC	10,111.24	38,698
38699	10/07/2014	PACAIR	Pacific Air Control, Inc	7,558.26	38,699
38700	10/07/2014	PACPLANT	Pacific Plants	238.16	38,700
38701	10/07/2014	PACSOIL	Pacific Topsoils, Inc	7,609.14	38,701
38702	10/07/2014	PEARCE	Michael Dean Pearce	2,178.00	38,702
38703	10/07/2014	PINFUND	Pin Foundations, Inc	1,740.00	38,703
38704	10/07/2014	PLANTSCA	Plantscapes, Inc	22,318.29	38,704
38705	10/07/2014	PNWHOME	PNW Home Builders NW	531.00	38,705
38706	10/07/2014	POA	Pacific Office Automation	77.43	38,706
38707	10/07/2014	QBS	Quality Business Systems	299.21	38,707
38708	10/07/2014	REDSIGNS	Redmond Signs	189.96	38,708
38709	10/07/2014	RLF	RLF Enterprises, LTD	1,470.00	38,709
38710	10/07/2014	SAM	Sammamish Plateau Water Sewer	247.10	38,710
38711	10/07/2014	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	38,711
38712	10/07/2014	SANTANA	Santana Trucking & Excavating Inc	40,885.74	38,712
38713	10/07/2014	SHANNONW	Shannon & Wilson Inc	1,668.80	38,713
38714	10/07/2014	SNOHOMIS	Snohomish County Sheriff's Office	424.65	38,714
38715	10/07/2014	SOUNDHEA	Sound Heating	132.00	38,715
38716	10/07/2014	SOUNDPUB	Sound Publishing, Inc	1,000.00	38,716
38717	10/07/2014	SPECTRA	Shaw Contract Flooring Services	5,754.01	38,717
38718	10/07/2014	STORMLAK	Storm Lake Growers, Inc	1,857.39	38,718
38719	10/07/2014	STUDIO3M	Studio 3MW, LLP	1,650.00	38,719
38720	10/07/2014	SUNBELT	Sunbelt Rentals	871.86	38,720
38721	10/07/2014	THOMASJE	Jeff Thomas	716.32	38,721
38722	10/07/2014	THYSSENK	Thyssenkrupp Elevator Corp.	1,519.97	38,722
38723	10/07/2014	TOPTOBOT	Top To Bottom Janitorial, Inc	10,300.83	38,723
38724	10/07/2014	ULINE	ULINE	186.10	38,724
38725	10/07/2014	ULTRA	UltraBac Software	969.08	38,725
38726	10/07/2014	USBANKNA	US Bank N.A.	46.00	38,726
38727	10/07/2014	WAAUDIT	Wa State Auditor's Office	10,115.22	38,727
38728	10/07/2014	WALIC	Wa Dept of Licensiing	30.00	38,728
38729	10/07/2014	WATSON	Watson Asphalt Paving Co	43,849.44	38,729
38730	10/07/2014	WERRE	Lisa Werre	125.90	38,730
38731	10/07/2014	WESCOM	Wescom	407.60	38,731
38732	10/07/2014	WILBUREL	Wilbur-Ellis Company	1,378.62	38,732
38733	10/07/2014	WRPA	Wa Recreation & Parks Assoc	1,020.00	38,733
38734	10/07/2014	YAZICI	Ben Yazici	1,164.00	38,734
38735	10/07/2014	ZUMAR	Zumar Industries, Inc.	724.36	38,735

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:

570,887.29

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 10/2/2014 - 9:20 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
38736	10/07/2014	AT&TMOBI	AT&T Mobility	61.59	38,736
38737	10/07/2014	ISSAQ1	Issaquah Press, Inc.	252.00	38,737
38738	10/07/2014	JONESELB	Elby Jones	77.56	38,738
38739	10/07/2014	LAKESIDE	Lakeside Industries	355,833.75	38,739
38740	10/07/2014	MAILPO	Mail Post	659.10	38,740
38741	10/07/2014	MINUTE	Mike Immel	27.38	38,741
38742	10/07/2014	NWNUISAN	Willard's Pest Control Company	220.64	38,742
38743	10/07/2014	SAM	Sammamish Plateau Water Sewer	7,725.59	38,743
38744	10/07/2014	WRPA	Wa Recreation & Parks Assoc	510.00	38,744

Check Total: 365,367.61



City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: October 1, 2014

Originating Department: Public Works

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

Subject: Interim Stormwater Development Regulations

Action Required: Approve Ordinance, which amends the Interim Stormwater Development Regulations.

Exhibits: 1. Ordinance: Amending Emergency Interim Stormwater Development Regulations

Budget: No impact.

Summary Statement: In July, 2014 the City Council adopted emergency interim stormwater regulations with some recommended changes. In September, 2014, the regulations, with requested changes, were approved by the City Council. This ordinance officially amends O2014-373 and enables city staff to enforce the changes. This is a housekeeping measure. There are no changes to the regulations approved by Council in September.

Background: The Inglewood neighborhood was platted in the 1800s, and has been facing increased development pressure. Developers are building houses with small footprints, high density with high impervious surface coverage resulting in inadequate stormwater facilities in landslide hazard areas. This is shifting the burden to the city to ensure that stormwater runoff is appropriately managed.

Staff made a presentation to council in July with the following recommendations:

- Change the threshold for drainage review to include projects 2,000 sf or larger,
- Reduce threshold from 2,000 sf to 500 sf for projects within an Historic Plat, and to
- Apply the existing provisions under the Landslide Hazard Drainage Areas in the Surface Water Design Manual to projects within an Historic Plat.

The council approved the recommendations but did not formally adopt the ordinance.

Financial Impact:

None anticipated.



City Council Agenda Bill

Recommended Motion:

Adopt Ordinance amending O2014-373.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2014-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING ATTACHMENT A TO
ORDINANCE O2014-373, ESTABLISHING INTERIM
DEVELOPMENT REGULATIONS AS AUTHORIZED BY
THE GROWTH MANAGEMENT ACT RELATING TO
SURFACE WATER MANAGEMENT; PROVIDING FOR
SEVERABILITY; AND DECLARING AN EMERGENCY**

WHEREAS, through the adoption of Ordinance No. O2014-373 on July 15, 2014, the City Council adopted interim development regulations relating to surface water management; and

WHEREAS, pursuant to State law, the City held a public hearing on September 2, 2014 to take public testimony and further consider said interim development regulations as set forth in Attachment A to Ordinance No O2014-373; and

WHEREAS, as a result of the September 2, 2014 public hearing and further consideration of said amendments, the City Council now desires to amend the adopted interim development regulations to read as set forth in Attachment A to this Ordinance;

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

Section 1. Adoption of Interim Zoning Regulations. Attachment A to Ordinance No. O2014-373, as adopted in Section 2 of Ordinance No. O2014-373 on July 15, 2014, is hereby amended as set forth in the Attachment A to this Ordinance. Attachment A to this Ordinance shall replace and otherwise supersede Attachment A to Ordinance No. O2014-373. In all other respects, Section 2 and all other sections of Ordinance No. O2014-373 shall remain in full force and effect as currently 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 take effect five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ___ DAY OF SEPTEMBER, 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

**Attachment A
Interim Development Regulations**

SMC 13.20.020 Drainage review – When required – Type

(1) Drainage review is required when any proposed project is subject to a City of Sammamish development permit or approval and:

(a) Would result in ~~2,000~~~~5002,000~~ square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface; or

(a.1) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface with an Historic Plat as defined and mapped in Ordinance 2014-373 Exhibit A; or

(b) Would involve 7,000 square feet or more of land disturbing activity; or

(c) Would construct or modify a drainage pipe or ditch that is 12 inches or more in size or depth or receives surface and stormwater runoff from a drainage pipe or ditch that is 12 inches or more in size or depth; or

(d) Contains or is adjacent to a flood hazard area as defined in SMC Title 15 or 21A; or

(e) Is located within a critical drainage area; or

(f) Is a redevelopment project proposing \$100,000 or more of improvements to an existing high-use site; or

(g) Is a redevelopment project on a site in which the total of new plus replaced impervious surface is 5,000 square feet or more and whose valuation of proposed improvements, including interior improvements and excluding required mitigation and frontage improvements, exceeds 50 percent of the assessed value of the existing site improvements.

(2) The drainage review for any proposed project shall be scaled to the scope of the project's size, type of development and potential for impacts to the regional surface water system to facilitate preparation and review of project applications. _If drainage review for a proposed project is required under subsection (1) of this section, the City shall determine which of the following drainage reviews apply as specified in the Surface Water Design Manual:

(a) Small project drainage review;

(b) Targeted drainage review;

(c) Full drainage review; or

(d) Large project drainage review. (Ord. O2011-304 § 1 (Att. A))

Surface Water Design Manual

1.2.1 CORE REQUIREMENTS #1: DISCHARGE AT THE NATURAL LOCATION

...

DISCHARGE REQUIREMENTS

Proposed projects must comply with the following discharge requirements (1, 2, and 3) as applicable:

...

2. IF a proposed project or any **natural discharge area** within a project is located within a historic plat¹ outlined in red as depicted in Ordinance 2014-373 Exhibit A or Landslide Hazard Drainage Area²⁺²² and, in fact, ultimately drains over the erodible soils of a SAO-defined landslide hazard area with slopes steeper than 15%, THEN a **tightline system must be provided** through the landslide hazard area to an acceptable discharge point unless one of the following exceptions applies. The tightline system must comply with the design requirements in Core Requirements #4 and in Section 4.2.2 unless otherwise approved by DDES. Drainage easements for this system must be secured from downstream property owners and recorded prior to engineering plan approval.

Exceptions: A tightline is not required for any **natural discharge location** where one of the following conditions can be met:

- a) Less than 5002,000 square feet of new impervious surface will be added within the **natural discharge area**, OR
- b) All runoff from the **natural discharge area** will be infiltrated for runoff events up to and including the 100-year event, OR
- ~~c) The developed conditions runoff volume² from the **natural discharge area** is less than 50% of the existing conditions runoff volume from other areas draining to the location~~

¹ Historic plats are plats approved prior to 1977 that created separate lots as defined in SMC Title 19A smaller than 5,000 square feet.

²⁺- ²² Landslide Hazard Drainage Areas are areas mapped by the County where it has been determined that overland flows from new projects will pose a significant threat to health and safety because of their close proximity to SAO-defined landslide hazard areas that are on slopes steeper than 15% (see Definitions Section for a more detailed definition of SAO landslide hazard areas). Such areas are delineated on the Landslide Hazard Drainage Areas map adopted with this manual (see map pocket on inside of back cover).

² ~~For the purposes of applying this exception, the developed conditions runoff volume is the average annual runoff volume as computed with KCRTS per Chapter 3. Any areas assumed not to be cleared when computing the developed conditions runoff volume must be set aside in an open space tract or covenant in order for the proposed project to qualify for this exception. Preservation of existing forested areas in Landslide Hazard Drainage Areas is encouraged.~~

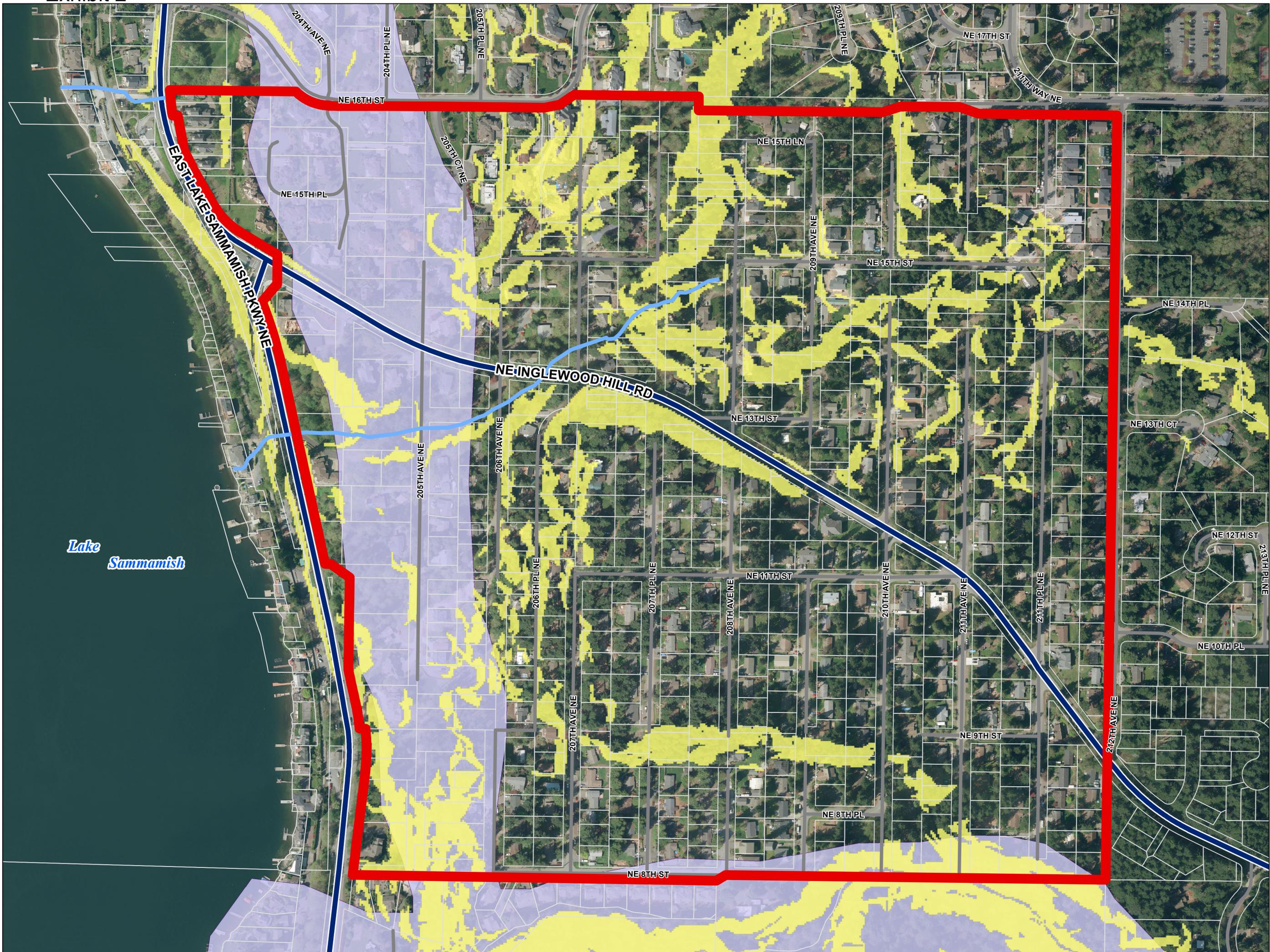
Exhibit 1

~~where runoff from the natural discharge area enters the landslide hazard area onto slopes steeper than 15%, AND the provisions of Discharge Requirement 1 are met, OR~~

c) DDES determines that a tightline system is not physically feasible or will create significant adverse impact based on a soils report by a geotechnical engineer.

...

Exhibit 2





City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: September 30, 2014

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements, C2014-131

Action Required: Approve resolution accepting the construction of the Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements project by Santana Trucking and Excavation, Inc. as complete.

Exhibits: 1. Resolution of project acceptance

Budget: \$200,000 is allocated in the 2013-14 Parks CIP for the Evan Creek Preserve Sahalee Parking Lot Improvements project.

Summary Statement:

Santana Trucking and Excavation, Inc. was selected to renovate and improve the existing parking lot off of Sahalee Way NE. The contract included demolition, clearing and grading, removal of existing vegetation, earthwork, concrete curbing, walkways, railings and a new trailhead plaza. The work also included patching, resealing and restriping the existing asphalt parking area. New features include a sani-can enclosure, an information kiosk, park entry signs, park entry gates, site furniture and landscaping.

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

All work on the project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The contract for Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements project was awarded by City Council on May 6, 2014 to Santana Trucking and Excavation, Inc. in the amount of \$172,415 + WSST. The project has been successfully completed and City staff are ready to close out the project.



City Council Agenda Bill

Financial Impact:

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

Available Budget	2013-2014 Budget
Evans Creek Preserve Ph. II	\$200,000.00
Totals	\$200,000.00
Actual Expenditures	
Design & Construction Management (In-House)	\$0
Santana Trucking and Excavation, Inc.	\$172,415.00
Sales Tax (King Co. 8.6%)*	\$14,533.57
Total Construction Expenditures:	\$186,948.57

* A portion of the work was completed within the right-of-way and is not subject to Washington State sales tax.

Recommended Motion:

Approve resolution for acceptance of the construction of the Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements project by Santana Trucking and Excavation, Inc.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE EVANS CREEK PRESERVE
PHASE II: SAHALEE PARKING LOT IMPROVEMENTS
PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of May, 6, 2014, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements project; and

WHEREAS, the City Manager executed contract C2014-131 with Santana Trucking and Excavation, Inc.; and

WHEREAS, the project was substantially completed by the contractor on August 15, 2014;

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

Section 1. Acceptance of the Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements Project as Complete. The City of Sammamish hereby accepts the Evans Creek Preserve Phase II: Sahalee Parking Lot Improvements project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF OCTOBER 2014.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

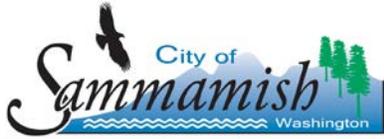
Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: October 1, 2014

Passed by the City Council:

Resolution No.: R2014-____



City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: September 30, 2014

Originating Department: Admin Services

Clearances:

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

Subject: Contract: Hearing Examiner Services/John Galt

Action Required: Approval of contract for 2015/2016

Exhibits: 1) Contract

Budget: Proposed budget amount is \$33,000 for 2015; \$35,000 for 2016.
Budget Line Item #: 001-015-558-60-41-00

Summary Statement – This is a contract for hearing examiner services and will be effective for the 2015-2016 budget years. Services are billed at an hourly rate.

Background – The City Council has used the services of an independent hearing examiner since early in its incorporation. The hearing examiner makes decisions on land use applications as well as code compliance cases and appeals.

In 2008 the City conducted a Request for Proposal process for hearing examiner services and chose John Galt to act as one of two hearing examiners for the City. From October of 2010 through April of 2012 there were no hearings conducted due to lack of need. Beginning in 2012, Hearing Examiner services began to increase as the economy began to recover and development resumed in Sammamish. In 2012 the Hearing Examiner conducted 6 hearings for subdivisions. In 2013 he conducted five hearings and 7 appeal hearings, several stretching over several days. Hearings have increased for 2014 as well, with seven hearings being held in the first half of the year and several more scheduled. Staff anticipates that the need for Hearing Examiner services will continue to increase and it is necessary to continue to contract for these services.

Financial Impact: Financial impact will vary depending on the number of new development and appeal hearings required.

Recommended Motion: Motion to authorize the City Manager to execute a contract with John Galt for Hearing Examiner Services.

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 John Galt, 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 **\$125.00** per hour, plus actual out-of-pocket expenses incurred in the conduct of the Examiner's duties hereunder, including mileage, parking, long distance telephone charges, facsimile transmission charges, and copying charges. 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.

The City shall provide secretarial and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) are not authorized to incur secretarial or other support service expense without the express prior written approval of the City Clerk.

3. **Duration of Agreement.**
 - A. This Agreement shall be in full force and effect from the date of execution through December 31, 2016, unless extended or terminated earlier pursuant to the terms and conditions of this contract.
 - B. This Contract may be extended for a period not to exceed two years at the option of the City.
 - C. In the event this Contract is terminated for any reason beyond the control of the Contractor, the Contractor shall be entitled to payment for all expenses incurred to the date of notification of termination.
 - D. This Contract may be terminated by either party upon 60 days written notice

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 protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees and agents in performing this Agreement.

The City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of City, its officers, employees or agents in performing this Agreement.

6. **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.
7. **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.
8. **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.
9. **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 Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

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

Exhibit 1

CONTRACTOR

By: _____

DATE: _____

Title (if applicable): _____

Social Security No. or Tax Identification No. _____

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Hearing Examiner shall perform the duties of the Hearing Examiner as set forth in the Sammamish Development Code Chapter 20.10, as now or hereafter amended, together with such other or further hearing examiner services as may be provided by the Sammamish Interim Development Code and/or as may be assigned from time to time by the City Manager, as set forth below.

Hearing Examiner: The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation to a decision maker, with findings of fact and conclusions supporting the decision/recommendation as provided in the Sammamish Development Code 20.10.

City Attorney: The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner.

Performance Guidelines: The following are the performance expectations for the Hearing Examiner(s). The performance of the Examiner(s) will be evaluated at least annually in accordance with these guidelines and measures of effectiveness:

1. The logic of findings and conclusions and the reasoning of recommendations and decisions
2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
3. The efficiency, effectiveness and service demonstrated, including cost effectiveness and responsiveness.
4. Preparation of reports, including form, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.

EXHIBIT B

Insurance

No insurance is required for this agreement.

Exhibit 1



City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: April 30, 2014

Originating Department: Public Works

Clearances:

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

Subject: 2014 Pavement Program Interlocal between Sammamish Plateau Water and Sewer District

Action Required: Authorize the City Manager to execute the attached Interlocal Agreement

Exhibits: 1. Interlocal Agreement between the City of Sammamish and Sammamish Plateau Water and Sewer District

Budget: There is no impact to the budget

Summary Statement:

Sammamish Plateau Water and Sewer District (SPWSD) has utility structures located within the limits of 2014 street paving projects. After the road paving work, each of these structures will require adjustment to the finished road surface elevation. The City and SPWSD agree that it benefits the public to complete this work through the contract between the City and the City's paving contractor. The Public Works Department is recommending that the City Council authorize the City Manager to accept this Interlocal Agreement and move towards completing the work.

Background:

SPWSD operates and maintains the sanitary sewers and water main in a portion of streets being overlaid with new pavement. Sanitary sewer manholes and water valve boxes need to be adjusted to the new paved surface elevation. A pay item for this type of work is included in the City's contract specifications for the paving projects and is publicly bid. This Interlocal Agreement allows the City to pay for the work to adjust the utility structures and submit the costs of the work to SPWSD for reimbursement. By combining the work under one contract impacts to the traveling public are minimized and overall cost savings realized by Sammamish rate payers.

Financial Impact:

There is no impact to the budget.

Recommended Motion:

Move to authorize the City Manager to execute the attached Interlocal Agreement with Sammamish Plateau Water and Sewer District.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAMMAMISH AND THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR THE ADJUSTMENT OF MANHOLE AND VALVE BOX CASTINGS ASSOCIATED WITH THE CITY OF SAMMAMISH 2014 PAVEMENT PRESERVATION PROGRAM PROJECTS

This Agreement ("Agreement") is made and entered into by and between the City of Sammamish, a municipal corporation (the "City") and the Sammamish Plateau Water and Sewer District, a municipal corporation (the "District" or "SPWSD") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

WHEREAS, the City will prepare Plans and Specifications for the City's various projects included as part of the 2014 Pavement Preservation Program ("Projects"), and will publicly bid the Projects, and award the Projects to the lowest responsible bidder ("Contractor"); and

WHEREAS, the District provides water and sewer services in the general area of the Projects; and

WHEREAS, the District has manhole castings, valve box castings and meter boxes within the limits of the Projects that will need to be adjusted to final grade following the City's pavement work; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public interest by adjusting the District's manhole and valve box castings during construction of the Projects, hereinafter referred to as the "District Work; and

WHEREAS, the City and the District have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

RECEIVED

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

MAR 24 2014

I. BIDDING

CITY OF SAMMAMISH

- A. The City shall incorporate a complete and final set of the District's Plans and Specifications for the District Work into the Contract Bid Documents for the Projects as a deductive alternate in such manner as to allow, to the extent possible, identification of cost allocations between the parties.
- B. The City shall furnish the District with the bid prices for the District Work for the District's approval. Within two weeks of receiving the bid prices, the District shall notify the City in writing that the District either approves or rejects their portion of the contract. The City shall not proceed with the District Work until the City has received approval from the District. If bids are received which, in the estimation of the District, are not acceptable for the District's portion, all or a portion of the District Work, as rejected by the District, shall be deleted from the contract. Bid

awards shall be made to the lowest responsible bidder for the total project, subject to applicable laws and regulations.

- C. If the District rejects the City's lowest responsible bid, the District may select its own contractor to do the District Work. In that event;
1. The District shall require its contractor to coordinate all District Work located within the project site with the City's Contractor, without unreasonably interfering with or delaying the City's Contractor. The District shall notify its contractor of such requirement, and shall provide written notice to the City and the City's Contractor ten days prior to beginning the District Work.
 2. If the District's contractor unreasonably delays or impacts the City's Contractor, the District agrees to defend, indemnify, and hold City harmless from and against any such unreasonable delay or impact if a claim is presented by the City's Contractor, provided the City shall give the District prompt notice of any potential claim as soon as the City has received knowledge thereof.
 3. As part of any asphalt pavement overlay work, the City shall have its Contractor provide surface divots or pavement markers on any casting encountered during the City's overlay work.

II. CONTRACT ADMINISTRATION

A. City Responsibilities

1. The City shall provide the administrative and clerical services necessary for the execution of the District Work.
2. The City shall include in the Contract Plans engineering specifications and details provided by the District.
3. The City will notify the District of any changes required by the City which substantially change the nature of the Utility Work and shall obtain the District's approval of such changes. Such approval shall not be unreasonably withheld by the District. Written notification by the City shall be given to the District prior to the commencement of the work.
4. Upon written notice from the District of any changes to the District Work needed during construction, the City shall make such changes, if feasible, to the City's Contract with the Contractor as part of the Contract's standard change order process.
5. The City shall provide the District with the Contractor's proposed schedule for the District Work and written notice when the Contractor begins the District Work.
6. The City will make monthly progress payments to the Contractor for District Work accepted by the District as complete.
7. The City will submit the paid monthly invoices to the District for reimbursement of District Work completed and accepted by the District.

8. The City will not grant the Contractor Final Acceptance until the District has provided the City with written notice that the District's Work is complete and approved for final acceptance.

B. District Responsibilities

1. The District shall provide engineering specifications and details, and an estimate of utility adjustments to be included in the Project Contract Plans and Specifications, and an Engineering Estimate of the proposed District Work.
2. The District shall provide inspection to verify proper compliance with requirements in the Project Contract Plans and Specifications while the Contractor is doing the District Work and shall provide the City with a written summary of pay item quantities to be included in the City's monthly progress payments to the Contractor.
3. The District shall promptly provide the City with written documentation describing any change(s) in the District Work required during construction.
4. The District shall promptly provide a response to the City after the District is notified of any changes required by the City that substantially change the nature of the District Work per section A. 3. above.
5. The District shall provide the Contractor with a new casting to replace any casting that was damaged prior to the Project.
6. Upon notice from the Contractor that the District Work is complete, the District shall, within five working days, complete a final inspection of the completed work, and provide to the City a list of the accepted work and/or provide an itemized and detailed response as to why any portion of the District Work cannot be given acceptance.
7. The District shall assist in the approximate location of all castings to be adjusted. However the Contractor shall be responsible for determining the exact location of the casting with a metal detector.

III. PAYMENT

- A. The District shall reimburse the City at the unit bid prices for each SPWSD manhole casting, SPWSD valve box casting and SPWSD meter box adjusted, and for providing traffic control associated with the District Work, as bid by the Contractor for the Project.

The following pay items will pertain to the District Work:

1. Flaggers and Spotters
2. Adjust SPWSD Manhole
3. Adjust SPWSD Valve Box
4. Adjust SPWSD Meter Box

Other District Work pay items may be added by project specific engineering details and specifications provided by the District and included in the City's Contract documents.

- B. The District shall reimburse the City at the unit bid prices bid for any other work approved by the District and completed by the Contractor for the District Work in accordance with the Project Specifications, or in conformance with a District approved and City executed change order.
- C. In the event the Contractor uncovers any materials, while doing work solely related to completion of the District Work, that require special handling and/or disposal under any local, state or federal laws or regulations (including, but not limited to, hazardous waste, dangerous waste, toxic waste or contaminated soil) the District will be responsible for all costs incurred in handling and/or disposing of such materials.
- D. All payments shall be due within forty-five (45) days from the date the City invoices the District for the District Work performed on the Project, and when due shall accrue simple interest at the rate of one percent per month.

IV. INDEMNIFICATION AND HOLD HARMLESS

- A. Each Party to this Agreement agrees to protect, defend, and indemnify the other Party, its officers, officials, employees, and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages arising out of or in any way resulting from the Party's default, failure of performance, or negligent conduct associated with this Agreement, by the Party, its employees, subcontractors or agents.
- B. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as respects the other Party, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by the other Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. In the event either Party incurs any costs, including attorney fees or expert witness fees, to enforce this Agreement, and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.
- D. The provisions of this section shall survive the expiration or earlier termination of the Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

V. INDEMNIFICATION OF UTILITY AND INSURANCE

- A. The City shall require the Contractor building the Project to have the District named as an additional insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s); and any Project contract shall require Contractor to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation and provide satisfactory proof thereof prior to commencing construction.
- B. The City shall require the Contractor to indemnify, defend, and save harmless the District and its officers, agents, or employees from any claim, real or imaginary, filed against the District or its officers, agents, or employees alleging damage or injury arising out of the Contractor's participation in the Project.
- C. The City shall contractually require the Contractor to be solely and completely responsible for safety of all persons and property during performance of the District's Work. The Contractor shall be contractually required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

VI. OTHER PROVISIONS

- A. The City agrees to require in its contract with the Contractor for the District Work to be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Contract Bid Documents.
- B. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- C. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.
- D. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of both Parties.
- E. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.
- F. This Agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

Exhibit 1

- G. The individuals signing this Agreement on behalf of the respective Party represent and warrant they have the power and authority to do so.
- H. The recitals set forth above are incorporated herein by this reference.
- I. This Agreement shall remain in effect for the duration of the 2014 Pavement Preservation Program Projects. Provided, however, that if the District rejects the City's lowest responsible bidder only the terms in section I.C. above will remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below ("Effective Date").

CITY OF SAMMAMISH

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT

Ben Yazici, City Manager



John C. Krauss, General Manager

Date

3/24/14

Date

COUNCIL  *MINUTES*

**Regular Meeting
September 2, 2014**

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

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama

Excused: Councilmember Nancy Whitten

MOTION: Councilmember Valderrama moved to excuse Councilmember Nancy Whitten. Motion carried unanimously 6-0.

Staff present:

Ben Yazici, City Manager
Jeff Thomas, Community Development Director
Laura Philpot, Assistant City Manager/ Public Works Director
Jeff Brauns, City Engineer
Eric LaFrance, Senior Stormwater Program Manager
Beth Goldberg, Director of Administrative Services
Mike Kenyon, City Attorney
Lita Hachey, Administrative Assistant to the City Clerk

Roll Call/Pledge of Allegiance

Roll was called. Deputy Mayor Huckabay led the pledge.

Approval of Agenda

Councilmember Odell requested to remove Item # 6, Interlocal: Route 269 Partnership Extension/King County Metro, from the Consent Agenda.

MOTION: Councilmember Huckabay moved to approve the agenda and consent agenda as amended. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Presentations/Proclamations

Mayor's Day of Concern for the Hungry - Cori Walters, Executive Director

Issaquah Food and Clothing Bank

WHEREAS, our King County cities recognize adequate nutrition as a basic goal for each citizen; and
 WHEREAS, no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and
 WHEREAS, food banks, emergency and hot meal programs working with our cities, local churches, social service agencies and hundreds of volunteers are striving day in and day out to stem the rising tide of hunger, but still need more help; and
 WHEREAS, we believe that when the citizens who are not involved hear of the especially desperate needs of the hungry as winter approaches and their low incomes must stretch to cover increasing fuel, electricity and rental costs – leaving even less money for monthly food purchases, an outpouring of community assistance will follow; and
 WHEREAS, the Emergency Feeding Program of Seattle & King County coordinates an annual food drive to help support the efforts of their program and the area's food banks in fighting hunger, which will be held at grocery stores throughout King County on Saturday, September 27, 2014; and
 WHEREAS, the City of Sammamish is so committed to this effort the food drive will be expanded to four weekends, running September 13 through October 4. Food donations will be accepted at the Safeway Store in the Highlands, the Pine Lake QFC and the Klahanie QFC. All the food donated will go to the Redmond or Issaquah food banks.
 NOW, THEREFORE, I Mayor Tom Vance, on behalf of the Sammamish City Council do hereby proclaim September 27, 2014 as the Mayor's Day of Concern for the Hungry, and strongly urge all citizens to join in the Emergency Feeding Program and our local food banks to nourish those who are hungry.

National Recovery Month - Cheryl Goluch, Project/Program Manager, King County Mental Health

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and
 WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and
 WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and
 WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and
 WHEREAS, in 2012, 2.5 million people aged 12 or older received specialty treatment for a substance use disorder and 34.1 million adults aged 18 or older received mental health services, according to the *2012 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and
 WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the Sammamish City Council invite all residents of Sammamish to participate in *National Recovery Month (Recovery Month)*

Diaper Need Awareness Week - Kari Magill, Eastside Baby Corner

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

Whereas, diapers cannot be bought with food stamps or WIC vouchers, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

Whereas, the people of Sammamish recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

Whereas, Sammamish is proud to be support community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels;

Public Comment

Jill Rush, 1488 207th Ave NE, She would like to know who and why, keeps granting exceptions to our building permits? She has made requests in the past, and is here tonight to find out why no one has contacted her about those exceptions. City Manager, Ben Yazici stated that the Director of Community Development, Jeffrey Thomas will contact her about this issue.

Consent Agenda

Payroll for the period ending July 15, 2014 for pay date July 18, 2014 in the amount of \$ 322,143.68

Payroll for the period ending July 31, 2014 for pay date August 5, 2014 in the amount of \$331,890.51

Payroll for period ending August 15, 2014 for pay date August 20, 2014 in the amount of \$ 315,021.54

Approval: Claims for period ending August 5, 2014 in the amount of \$ 603,654.47 for Check No. 38060 through 38216

Approval: Claims for period ending August 19, 2014 in the amount of \$3,040,166.91 for Check No. 38217 through 38353

Approval: Claims for period ending September 2, 2014 in the amount of \$1,868,665.06 for Check No. 38354 through 38417

Contract: 212th Avenue SE Gap Sidewalk Improvements/David Evans & Assoc.

Interlocal: Business Licensing Services/Washington State Department of Revenue

~~**Interlocal:** Route 269 Partnership Extension/King County Metro~~

Approval: Meeting Minutes for July 1, 2014 Regular Meeting

Approval: Meeting Minutes for July 8, 2014 Study Session/Special Meeting

Approval: Meeting Minutes for July 15, 2014 Regular Meeting

Public Hearing

Public Hearing: Emergency Ordinance Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Surface Water Management; Providing For Severability; And Declaring An Emergency.

Director of Public Works, Laura Philpot, gave the staff report and showed a PowerPoint presentation (available on the city's website at www.sammamish.us). This emergency ordinance was passed on July

15, 2014 and the public hearing was scheduled for September 2, 2014. Based on the feedback received from Council the following revisions are proposed to the ordinance.

- To include a map with the boundaries of the affected area.
- To add language that would make it clear that these new regulations will only apply to the Historic Plat of Inglewood.

The schedule is as follows:

- Planning Commission work session on September 18, 2014
- Planning Commission public hearing and deliberations on October 16, 2014
- Back to City Council for consideration in January 2015

The trunk line is currently in design stage and will be at 60% design stage by early next year. The permitting stage and final design will follow. Construction will begin in 2016.

MOTION: Deputy Mayor Huckabay moved to approve the Ordinance O2014-373 as amended. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Public Hearing opened at 7:06 pm.

Public Hearing Comments:

Mark Rush, 1488 207th Ave NE, showed a YouTube video showing the water flowing down his yard, street and onto Inglewood Hill Road. He would like to know what the Council is doing about the stormwater issues in his neighborhood.

Leslie Lardie, 1500 207th Ave NE, thanked Council for passing the ordinance. The drainage and silt from 208th Ave NE below to 207th Ave NE, is a major concern to the neighborhood. She would like the City to look at and help her neighborhood too. The water runoff is damaging their road. City Manager Ben Yazici inquired if the Water and Sewer District has been in contact about extending the sewer lines in the last six/nine months. She indicated that they have not.

Dan Del Duca, 9830 Arrowsmith Ave S, Seattle, he has been doing ECA sites in Seattle and specializes in the properties. He spoke regarding the Growth Management Act. He feels the ordinances and rules need to be open ended. He is concerned about dewatering the hillsides because in five years' time the large trees will die.

Nathan Chapman, PO Box 816, Redmond WA, owner of Novelty Hill Development, LLC, he spoke against the ordinance as this could put his small company out of business.

Jill Rush, 1488 207th Ave NE, spoke regarding buildable lots and the exceptions made to the permits.

Doug Top, 16674 SE 17th St, Bellevue, WA, he owns lots in the area on 211th Street. He has lost the RUE and will lose the ability to develop, if the City moves ahead. The value of his property has sunk since the proposal of this ordinance.

Public Hearing closed at 7:22 pm

New Business

Interlocal: Route 269 Partnership Extension/King County Metro

City Manager Ben Yazici gave some background information on the Transit Now Partnership Agreement. The City has a one year extension to this agreement. Director of Public Works, Laura Philpot, gave a staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

MOTION: Councilmember Huckabay moved to approve the Interlocal - Route 269 Partnership Extension with King County Metro. Councilmember Gerend seconded. Motion carried unanimously 6-0.

Councilmember Odell would like to know the number of daily trips during week days and weekends as a result of this extension. He is concerned that Metro will make cuts half way through the agreement and Sammamish would need to pay the entire price.

Resolution: Expressing the City's Intent to Competitively Procure a New Solid Waste Collection Contract, Effective January 1, 2017, through a Bid Process.

Director of Administrative Services, Beth Goldberg, gave the staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

MOTION: Councilmember Huckabay moved to authorize the City Manager to conduct a procurement for the 2017 solid waste hauler contract using a cost-based competitive bidding process (Request for Bid) that supports high levels of service delivery consistent with expectations of City residents and businesses. Councilmember Odell seconded. Motion carried unanimously 6-0.

Contract: Solid Waste Contract Negotiations/Epicenter Services, LLC

Director of Administrative Services, Beth Goldberg introduced Jeff Brown with Epicenter Services, LLC. Ms. Goldberg gave a staff report and showed a PowerPoint presentation (*available on the city's website at www.sammamish.us*).

MOTION: Councilmember Odell moved to authorize the City Manager to execute a contract with Epicenter Services, LLC for up to \$24,500 to provide technical expertise and support as the City of Sammamish procures a new solid waste collections contract. Councilmember Valderrama seconded. Motion carried unanimously 6-0.

Council Reports

Councilmember Don Gerend – attended the National League of Cities Information and Technology Steering Committee meeting in Minneapolis/St. Paul, MN.

Councilmember Bob Keller – attended the AWC Municipal Budgeting and Fiscal Management Training workshop and the IDEA Project Meeting (for awareness of underage drinking/drugs) this summer.

Councilmember Ramiro Valderrama – attended Citizens for Sammamish meeting, topics were about initiatives and referendums. Also attended a Rotary meeting in early August with

discussions on issues in Sammamish. Councilmember Valderrama requested that the Council get feedback on the information requested by Mrs. Rush tonight, on building permit exceptions.

Deputy Mayor Kathy Huckabay – attended the Eastside Fire & Rescue Operations Committee with Assistant City Manager/Director of Public Works, Laura Philpot. Discussions on the non-profit and the retirement systems. They also discussed the coverage of medical insurance for spouses of nonexempt staff, who already have coverage through their employers. Attended the CERT meeting at four different park locations testing ham radio coverage. There is a request for volunteer ham radio operators within the City.

Councilmember Tom Odell – attended the National League of Cities Steering Committee meeting in St. Paul, MN. He was a part of the Transportation and Infrastructure committee. He would also like to hear from staff about Ms. Rush's comments. He would like to know under what conditions are exemptions granted.

Mayor Tom Vance – attended a meeting of the Issaquah Drug Coalition which is in association with the Issaquah School District. Also attended two meetings with the new Transit Task force, most members are from RTC (Regional Transit Committee), to come up with a new policy statement.

City Manager Report

City Manager, Ben Yazici noted that the Budget process will begin at the next meeting on Tuesday, September 9, 2014.

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(c) and Personnel pursuant to RCW 42.30.110(1)(f). Adjourned to executive session at 8:42 pm and returned at 9:02 pm. No action was taken.

Meeting adjourned at 9:03pm

Lita Hachey, Administrative Assistant
to the City Clerk

Thomas E. Vance, Mayor



STUDY SESSION NOTES

Study Session/ Joint Meeting with the Planning Commission September 9, 2014

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

Public Comment

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

Jan Bird, 3310 221st Ave SE, spoke regarding the tree ordinance and current development. This urgently needs to be reviewed. She would like to see more requirements regarding environmentally friendly landscaping and stormwater detention ponds.

Ken Kirkpatrick, 224 214th Ave NE, spoke regarding the tree ordinance, retention and current development.

SaSa Kirkpatrick, 224 214th Ave NE, spoke regarding the proposed tree retention policy.

Mary Jo Kahler, 21911 SE 20th St, spoke regarding the comprehensive plans' goals, codes, values and current development.

Denise Steele Darnell, 2121 200th Ave SE, spoke about a tree ordinance, tree retention and development in Sammamish.

Topics

- Comprehensive Plan Vision Statement
- Tree Retention Code Amendments
- Preliminary Budget Overview
- Department Budgets: Finance/IT/City Council/City Manager/Non-Department

Adjournment

9:48 pm



City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: September 30, 2014

Originating Department: Community Development

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Ordinance amending the City's comprehensive plan to designate the area known as the Klahanie area PAA as a City of Sammamish Potential Annexation Area.

Action Required: Public Hearing/First Reading

Exhibits:

- 1) Recommendation memorandum from Planning Commission
- 2) Ordinance with Attachment A (map)

Budget: No budget impact

Summary Statement:

This ordinance would amend the City of Sammamish's comprehensive plan to designate the area known as the Klahanie Potential Annexation Area (PAA) as a Sammamish potential annexation area.

Background:

The City Council passed a resolution regarding Klahanie in January of 2014 (R2014-563) expressing the intention to expedite processing and a vote on the annexation of the Klahanie area PAA. After the City of Issaquah's annexation vote failed in February of 2014, the Cities of Sammamish and Issaquah entered into an inter-local agreement (I2014-102) to accomplish the transfer of the PAA from Issaquah to Sammamish. Issaquah has completed the amendment of its comprehensive plan to release Klahanie from its PAA, and King County has made the necessary changes to the Countywide Planning Policies. This ordinance would amend the City's comprehensive plan to add Klahanie as a Sammamish PAA, a necessary step before annexation can be considered.

Environmental review of the Comprehensive Plan amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA Determination of Non-significance was issued on September 2, 2014.

Financial Impact:

There is no financial impact associated with the change in the City's Comprehensive Plan.



City Council Agenda Bill

Recommended Motion:

Open Public Hearing and take public comment on the first reading of the ordinance. Second reading and adoption is scheduled for November 18, 2014.



Planning Commission

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

Date: September 30, 2014

To: City Council

From: Ryan Kohlmann, Chair

Frank Blau, Vice Chair

RE: Planning Commission Recommendation on Klahanie area PAA Comprehensive Plan and Zoning Amendments

On behalf of the Planning Commission, we are pleased to present its recommendations for the two amendments pertaining to the Klahanie Potential Annexation Area (PAA).

The impetus for the Planning Commission's review of these comprehensive plan and zoning amendments came from City Council direction in January 2014. The City Council passed a resolution (R2014-563) expressing the intention of expediting the processing and election for Klahanie voters to decide upon annexation to the City of Sammamish. The City of Issaquah and King County have taken the necessary actions to transfer the Klahanie area PAA from Issaquah to Sammamish. King County's action will become final on December 7, 2014, after the 90 day ratification period has passed.

Two tasks were put before the Planning Commission: 1) to recommend whether to adopt Klahanie into the City's PAA, and 2) to recommend contingent land use designations and zoning for the Klahanie area PAA. The first of these steps is a pre-requisite for initiating an election for annexation. Adopting contingent land use designations and zoning will facilitate the transition from King County to the City of Sammamish, should an election be successful.

The contingent land use designations and zoning recommended by the Planning Commission are the most comparable to those currently assigned by King County. Zoning will remain the same (e.g. R-1 will continue to R-1, R-4 will be R-4 etc.). The City of Sammamish adopted King County's zoning when it incorporated, so many provisions are similar. The land use designations and zoning would become effective only upon annexation to the City.

The Planning Commission began work on this proposal on June 19, 2014 with an introduction, followed by a public hearing and deliberations on September 4, 2014. The Planning Commission did not receive any testimony at the public hearing

Summary: The Planning Commission recommends, by a vote of 6 to 0 that the City Council adopt the Klahanie area PAA into its Potential Annexation Area, and by a vote of 5 to 0 with 1 abstaining to recommend the contingent land use designations and zoning shown in the maps attached to the accompanying ordinances.

Exhibit 1

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2014-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING THE CITY
COMPREHENSIVE PLAN FIGURE III-2a TO DESIGNATE
KLAHANIE AS A POTENTIAL ANNEXATION AREA (PAA)**

WHEREAS, in 1995 the Klahanie area was included in the Issaquah Comprehensive Plan as a PAA; and

WHEREAS, the City has had a long standing interest in the Klahanie area dating back to May 2001; and

WHEREAS, in November 2005 the City of Issaquah City Council rejected a Klahanie annexation to the City of Issaquah because voters rejected accepting a proportionate share of Issaquah's existing debt; and

WHEREAS, in June 2013 the City of Sammamish City Council unanimously approved a motion supporting annexation of Klahanie to Sammamish if Issaquah's attempt to annex Klahanie failed; and

WHEREAS, in July 2013 the Issaquah City Council approved a resolution stating the intent to annex the Klahanie PAA and calling for an election to be held; and

WHEREAS, in the February 2014 election, the measure for Klahanie annexation to Issaquah failed; and

WHEREAS, in April 2014 the Issaquah City Council and Sammamish City Council signed an inter-local agreement to establish parameters for the transfer of the Klahanie PAA from Issaquah to Sammamish; and

WHEREAS, in May 2014 the King County Growth Management Planning Council (GMPC) recommended to the King County Council that the Countywide Planning Policies be amended to reassign the Klahanie PAA from the City of Issaquah to the City of Sammamish, and

WHEREAS, in June 2014 the Issaquah City Council removed the PAA from its Comprehensive Plan; and

Exhibit 2

WHEREAS, on August 18, 2014, the King County Council approved the revisions to the Countywide Planning Policies to assign the Klahanie PAA to the City of Sammamish and started the 90-day ratification period; and

WHEREAS, the public process for the proposed City of Sammamish Comprehensive Plan amendment has provided for early and continuous public participation opportunities including, June 19, 2014 (Planning Commission meeting), September 4, 2014 (Planning Commission public hearing), October 7, 2014 and November 18, 2014 (City Council public hearings) as well as several open houses; and

WHEREAS, the Planning Commission recommended adoption of the proposed Comprehensive Plan Amendment to the City Council on September 4, 2014; and

WHEREAS, the City Council held two public hearings regarding the proposed amendment on October 7, 2014, and November 18, 2014; and

WHEREAS, in accordance with WAC 365-196-630, the City sent a notice of intent to adopt the proposed amendment to the State of Washington Department of Commerce on September 2, 2014; and

WHEREAS, an environmental review of the proposed amendment was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA threshold determination of non-significance was issued on September 2, 2014 and sent to state agencies and interested parties;

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

Section 1. Amendments to the Comprehensive Plan Adopted. The City PAA map, Figure III-2a of the Comprehensive Plan, is hereby amended to designate Klahanie as a PAA, as set forth in Attachment A.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

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 passage and publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF _____ 2014.**

CITY OF SAMMAMISH

Mayor Thomas E Vance

ATTEST/AUTHENTICATED:

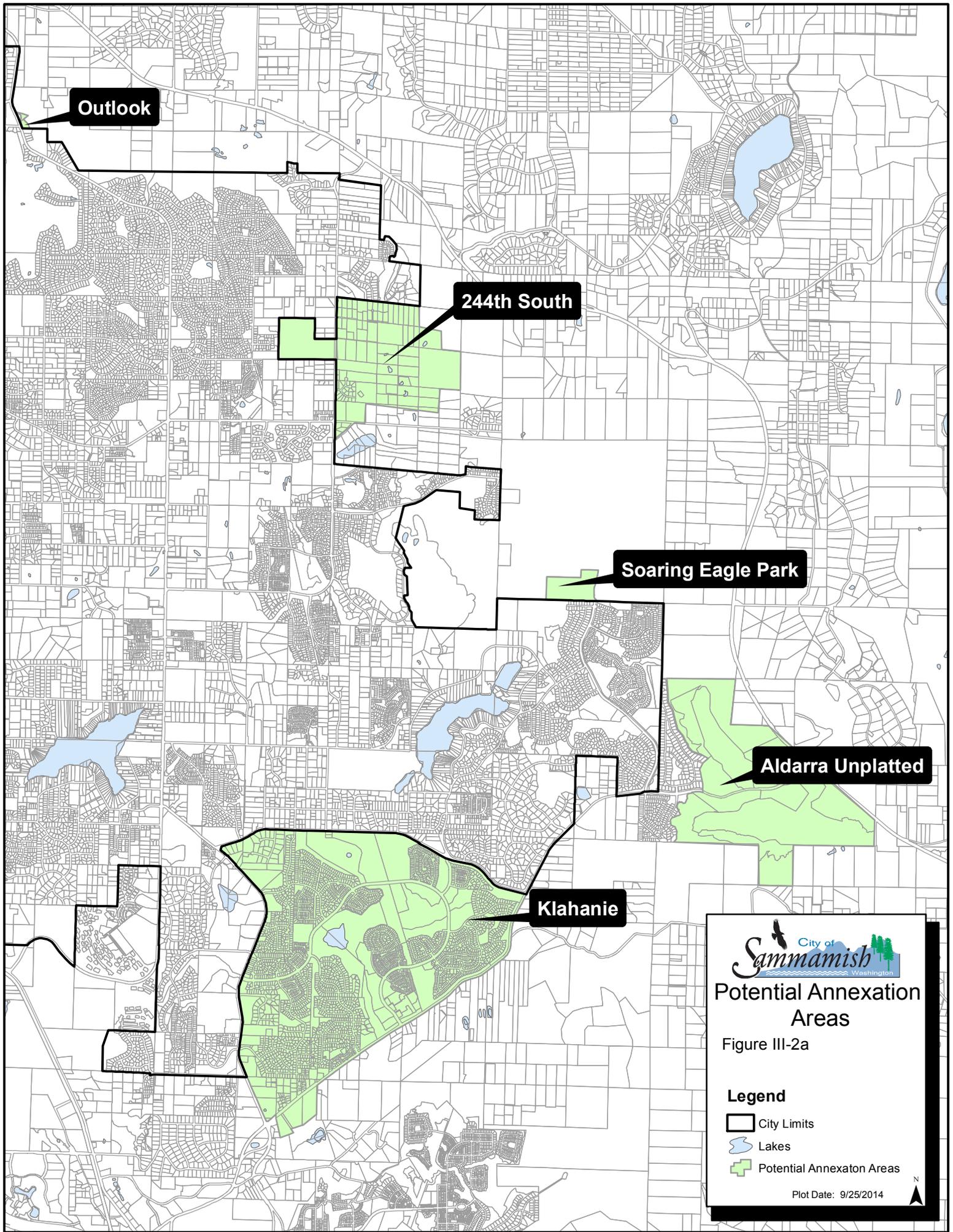
Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: October 1, 2014
Public Hearing: October 7, 2014
First Reading: October 7, 2014
Passed by the City Council:
Publication Date:
Effective Date:

Exhibit 2



Outlook

244th South

Soaring Eagle Park

Aldarra Unplatted

Klahanie


Potential Annexation Areas
Figure III-2a

Legend

-  City Limits
-  Lakes
-  Potential Annexation Areas

Plot Date: 9/25/2014 



City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: September 30, 2014

Originating Department: Community Development

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Ordinance adopting contingent land use and zoning designations for the area known as the Klahanie PAA by amending the City's Comprehensive Plan Land Use and Zoning Maps.

Action Required: Public Hearing/First Reading

Exhibits:

- 1) Planning Commission Memo
- 2) Ordinance with Attachments A and B

Budget: No budget impact

Summary Statement:

This ordinance would amend the City of Sammamish's comprehensive plan to adopt contingent land use designations and zoning for the area known as the Klahanie area PAA. Land use designations and zoning would be effective upon annexation of the PAA by the City of Sammamish, if voter approved.

Background:

The adoption of contingent land use designations and zoning in advance of annexation helps promote an orderly transition of land from county to city regulation.

The recommended City land use and zoning designations are the most similar to the existing King County zoning.

An environmental review of the amendments was conducted in accordance with the requirements of the State Environmental Policy Act (SEPA), and a SEPA Determination of Non-significance was issued on September 2, 2014.

Financial Impact:

There is no financial impact associated with the amendments.



City Council Agenda Bill

Recommended Motion:

Open Public Hearing and take public comment on the first reading of the ordinance. Second reading and adoption is scheduled for November 18, 2014.



Planning Commission

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

Date: September 30, 2014

To: City Council

From: Ryan Kohlmann, Chair
Frank Blau, Vice Chair

RE: Planning Commission Recommendation on Klahanie area PAA Comprehensive Plan and Zoning Amendments

On behalf of the Planning Commission, we are pleased to present its recommendations for the two amendments pertaining to the Klahanie Potential Annexation Area (PAA).

The impetus for the Planning Commission's review of these comprehensive plan and zoning amendments came from City Council direction in January 2014. The City Council passed a resolution (R2014-563) expressing the intention of expediting the processing and election for Klahanie voters to decide upon annexation to the City of Sammamish. The City of Issaquah and King County have taken the necessary actions to transfer the Klahanie area PAA from Issaquah to Sammamish. King County's action will become final on December 7, 2014, after the 90 day ratification period has passed.

Two tasks were put before the Planning Commission: 1) to recommend whether to adopt Klahanie into the City's PAA, and 2) to recommend contingent land use designations and zoning for the Klahanie area PAA. The first of these steps is a pre-requisite for initiating an election for annexation. Adopting contingent land use designations and zoning will facilitate the transition from King County to the City of Sammamish, should an election be successful.

The contingent land use designations and zoning recommended by the Planning Commission are the most comparable to those currently assigned by King County. Zoning will remain the same (e.g. R-1 will continue to R-1, R-4 will be R-4 etc.). The City of Sammamish adopted King County's zoning when it incorporated, so many provisions are similar. The land use designations and zoning would become effective only upon annexation to the City.

The Planning Commission began work on this proposal on June 19, 2014 with an introduction, followed by a public hearing and deliberations on September 4, 2014. The Planning Commission did not receive any testimony at the public hearing

Summary: The Planning Commission recommends, by a vote of 6 to 0 that the City Council adopt the Klahanie area PAA into its Potential Annexation Area, and by a vote of 5 to 0 with 1 abstaining to recommend the contingent land use designations and zoning shown in the maps attached to the accompanying ordinances.

Exhibit 1

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2014-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING THE CITY
COMPREHENSIVE PLAN LAND USE AND ZONING MAPS
TO ESTABLISH CONTINGENT LAND USE
DESIGNATIONS AND ZONING FOR THE KLAHANIE
POTENTIAL ANNEXATION AREA (PAA)**

WHEREAS, the City Council adopted the Sammamish Municipal Code on October 7, 2003; and

WHEREAS, the Sammamish Municipal Code authorizes amendments or revisions associated with a City Comprehensive Plan Amendment; and

WHEREAS, the City's Comprehensive Plan, Land Use Element (LUP 16.10 and Appendix J) states that the City should ensure that newly annexed lands receive land use designations and are zoned in accordance with the Sammamish Comprehensive Plan Land Use Map and policies; and

WHEREAS, the City evaluated the area in consultation with the City of Issaquah and King County; and

WHEREAS, the City issued a "Final Report" on the Klahanie PAA, Fiscal Determination in July 2014; and

WHEREAS, the proposed contingent land use designations and zoning would be similar to that of the existing King County land use designations and zoning; and

WHEREAS, appropriate land use designations and zoning would be effective upon annexation, should an annexation of the Klahanie PAA be voter approved; and

WHEREAS, in accordance with WAC 365-196-630, a notice of intent to amend the City Comprehensive Plan to establish contingent land use designations and zoning was sent to the State of Washington Department of Commerce on September 2, 2014 to allow for a 60-day review and comment period; and

WHEREAS, an environmental review of the proposed amendments establishing contingent land use designations and zoning has been conducted in accordance with the requirements of the

State Environmental Policy Act (SEPA), and a SEPA threshold determination of non-significance was issued on September 2, 2014, and sent to state agencies and interested parties; and

WHEREAS, the public process for the proposed amendments has provided for early and continuous public participation opportunities including the following: June 19, 2014 (Planning Commission meeting); September 4, 2014 (Planning Commission public hearing); October 7, 2014 and November 18, 2014 (City Council public hearings), as well as several open houses; and

WHEREAS, the Planning Commission considered information presented at the public hearing and recommended adoption of the Comprehensive Plan Amendment establishing contingent land use designations and zoning to the City Council on September 4, 2014; and

WHEREAS, the City Council has considered the Planning Commission's recommended amendments and the goals of the 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

WHEREAS, the City Council found the proposed land use designations and zoning to be compatible with the adjacent, existing and permitted land uses and the surrounding development pattern; and

WHEREAS, the City Council found the proposed land use designations and zoning to be consistent with the "Annexation Process Criteria" (criteria 1 through 9) of the City Comprehensive Plan, Land Use Element, Appendix J, in accordance with LUP-16.13; and

WHEREAS, the contingent land use and zoning, if adopted, shall take effect only upon annexation of the Klahanie PAA to the City;

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

Section 1. Amendments to the Comprehensive Plan Map (Land Use Element, Figure III-2) Adopted. The contingent land use designations set forth in Attachment "A" (map, Figure III-2) to this ordinance are hereby adopted. The map amendments shall be contingent upon and take effect upon annexation to the City of the property affected by the amendments.

Section 2. Amendments to the Zoning Map Adopted. The contingent zoning set forth in Attachment "B" (Zoning Map) to this ordinance is hereby adopted. The map amendments shall be contingent upon and take effect upon annexation to the City of the property affected by the amendments.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

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 passage and publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ___ DAY OF _____ 2014.**

CITY OF SAMMAMISH

Mayor Thomas E Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

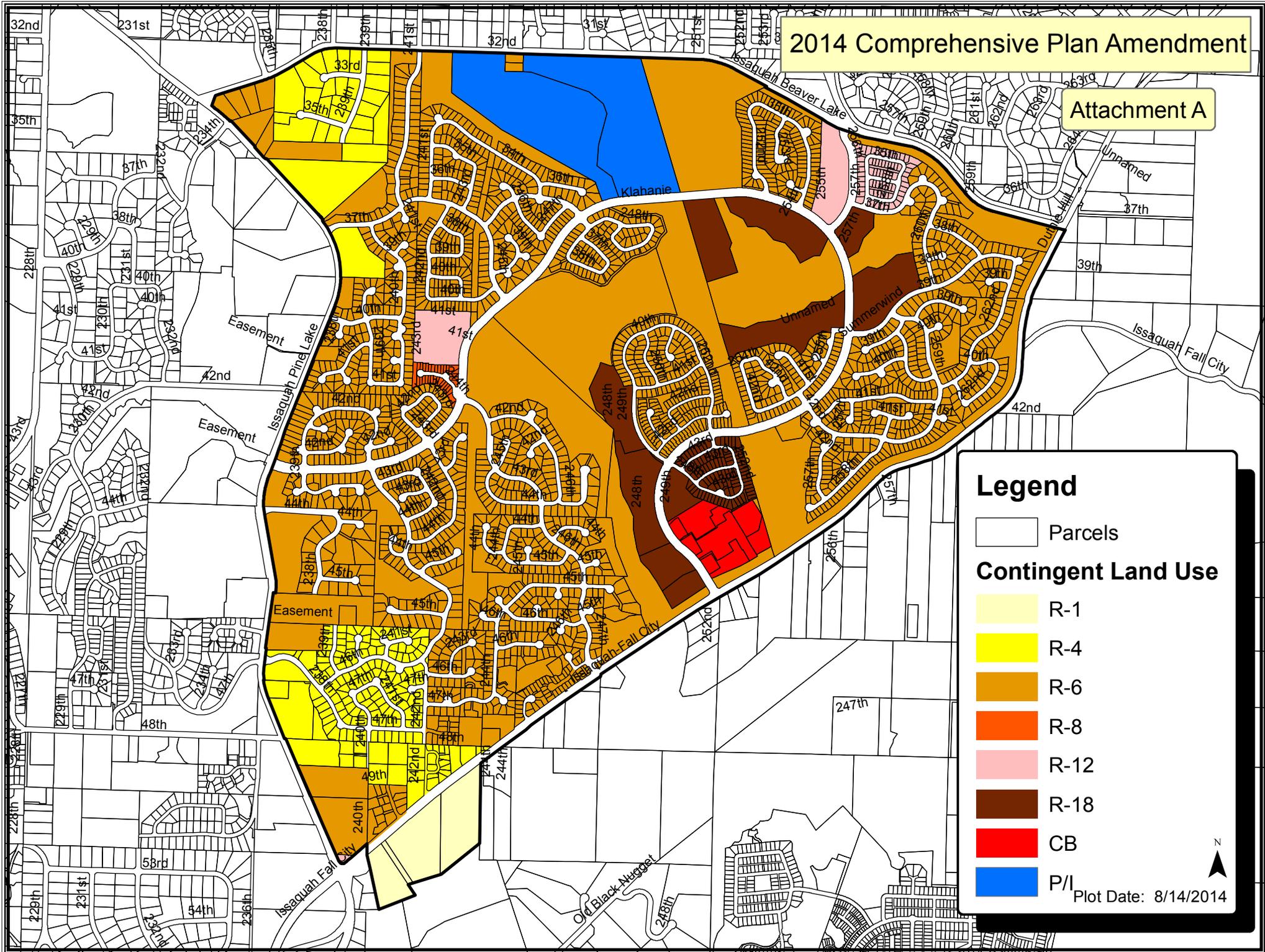
Michael R. Kenyon, City Attorney

Filed with the City Clerk: October 1, 2014
Public Hearing: October 7, 2014
First Reading: October 7, 2014
Passed by the City Council:
Publication Date:
Effective Date:

Exhibit 2

2014 Comprehensive Plan Amendment

Attachment A





City Council Agenda Bill

Meeting Date: October 7, 2014

Date Submitted: September 23, 2014

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Supporting Initiative 594 (I-594)

Action Required: Approve or disapprove a resolution Supporting I-594

Exhibits:

1. Resolution Supporting Initiative 594
2. Attorney General's Statement of Explanation
3. I-594 Complete text

Budget: N/A

Summary Statement

State statute prohibits the use of public facilities for the promotion of or opposition to any ballot measure except in limited instances (See RCW42.17A.555 and WAV 390-05-271(2)(a)). The City Council may take action in an open public meeting to express a collective decision to support or oppose any ballot measure as long as:

- (1) Any required notice of the meeting includes the title and number of the ballot proposition, and
- (2) Members of the Council and/or members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

The City Clerk's Office duly noted the Council's consideration of Resolutions supporting or opposing Initiative 594.

Background

Initiative I-594 began as an initiative measure to the State Legislature. It was filed in June 2013 and after certification, it was submitted to the Legislature in January 2014. After submittal the Legislature is required to take one of the following three actions:

1. Adopt the initiative as proposed.
2. Reject or refuse to act on the initiative, in which case, the initiative must be placed on the ballot at the next state general election
3. Approve an alternative to the proposed initiative, in which case, both the original proposal and the Legislature's alternative must be placed on the ballot at the next state general election.

The Legislature chose option 2, so the measure was placed on the November 2014 General Election.



City Council Agenda Bill

Please follow this link for the complete text of I-594:

https://wei.sos.wa.gov/agency/osos/en/press_and_research/PreviousElections/2014/General-Election/Pages/Online-Voters-Guide.aspx

Financial Impact: There is no financial impact for expressing support of I-594..

Recommended Motion: There is no staff recommendation on initiatives, as state law only allows the City Council to take a position in support of or in opposition to ballot measures after affording members of the Council and/or members of the public an approximately equal opportunity for the expression of an opposing view.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION R2014-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON SUPPORTING INITIATIVE 594,
CONCERNING REQUIRING CRIMINAL AND PUBLIC
SAFETY BACKGROUND CHECKS FOR FIREARM
SALES AND TRANSFERS BY UNLICENSED SELLERS**

WHEREAS, State of Washington Initiative 594 (I-594) has been certified for the November 4, 2014 ballot; and

WHEREAS, I-594 is written to close the loopholes in the existing State criminal background check system that now allow convicted felons, domestic abusers, and the seriously mentally ill to purchase firearms from unlicensed sellers, without background checks; and

WHEREAS, current State law does not require unlicensed sellers of firearms to conduct a background check, allowing criminals and dangerous individuals to still obtain firearms online and at gun shows in the State; and

WHEREAS, criminal background checks reduce access to guns for convicted felons, domestic abusers and people with serious mental illnesses; and

WHEREAS, since its inception, the gun background check system has blocked 2.2 million gun sales to prohibited people; and

WHEREAS, in states that require background checks on all gun sales, 38% fewer women are shot to death by their partners and 39% fewer police officers are shot to death with handguns; and

WHEREAS, the City Council of Sammamish endorses policies that keep guns out of dangerous hands while respecting the rights of responsible gun owners, and strongly believes the State should take action to close the loophole in State law; and

WHEREAS, the City Council has provided all necessary public notice and has provided an equal opportunity for opponents and proponents of this measure to be heard; ~~and~~

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

That the City Council of the City of Sammamish hereby declares its support of the passage of Initiative 594 and encourages the citizens of ~~Mereer Island~~Sammamish to vote "Yes" on I-594 at the November 4, 2014 State General Election.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF ~~SEPTEMBER~~OCTOBER 2014.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: September 23, 2014
Passed by the City Council:
Resolution No.:

EXPLANATORY STATEMENT FOR INITIATIVE I-594

Written by the Office of the Attorney General

The Law As It Presently Exists

Both state and federal laws require that certain sellers of firearms conduct background checks of buyers before selling firearms to determine whether the buyer can legally possess a firearm. Washington law makes it illegal for convicted felons to possess firearms. It also makes it illegal for certain others to possess firearms, including people who: (1) have been convicted of certain misdemeanors; (2) have been issued certain types of restraining orders; (3) have been found not guilty of a crime by reason of insanity; (4) have been found mentally incompetent; or (5) have certain criminal charges pending. It is a felony to deliver any firearm to any person reasonably believed to be prohibited from owning or possessing a firearm.

State laws governing background checks vary from state to state. In Washington, a background check is only required to buy a pistol, and only if the seller is a firearms dealer. Washington law also provides an exception to the background check requirement for certain sales of pistols from dealers. If the buyer has already been issued a concealed pistol license, then no further background check is required. Also, a firearms dealer can complete a sale if the sheriff or police chief fails to provide the results of a background check within five business days. That five day period can be extended if the buyer does not have a valid permanent Washington driver's license or identification card, or has lived in Washington for less than ninety days.

Washington law allows Washington residents to buy rifles and shotguns in other states. And it allows residents of other states to buy rifles and shotguns in Washington. In both cases, the sale must comply with federal law. The sale must also be legal under the laws of both Washington and the other state.

Federal law also requires background checks on potential buyers of firearms. This federal requirement applies only when the seller is a firearms dealer. Unlike Washington law, the federal requirement applies to all types of firearms, not just pistols. Federal law does not require a background check if the buyer holds a concealed pistol license. Also, federal law allows a firearms dealer to complete a sale if the results of a background check are not returned within three business days.

Washington's sales tax and use tax generally apply to sales of firearms. Sales tax does not apply to casual and isolated sales by sellers who are not engaged in business. This means, for example, that a sale of a firearm by a private individual who is not engaged in business is not subject to sales tax. Sales by firearms dealers or other businesses are subject to tax.

The Effect Of The Proposed Measure If Approved

This measure would apply the background check requirements currently used for firearm sales by licensed dealers to all firearm sales and transfers where at least one party is in Washington. Background checks would thus be required not only for sales and transfers of firearms through firearms dealers, but also at gun shows, online, and between unlicensed private individuals. Background checks would be required for any sale or transfer of a firearm, whether for money or as a gift or loan, with specific exceptions described below. Background checks would be required whether the firearm involved is a pistol or another type of firearm. Violations of these requirements would be crimes.

Exhibit 2

The measure would establish a number of exceptions to the background check requirement. A background check would not be required to transfer a firearm by gift between family members. The background check requirement also would not apply to the sale or transfer of antique firearms. It also would not apply to certain temporary transfers of a firearm when needed to prevent imminent death or great bodily harm. Background checks would not be required for certain public agencies or officers acting in their official capacity, including law enforcement or corrections agencies or officers, members of the military, and federal officials. Federally licensed gunsmiths who receive firearms solely to service or repair them would not be required to undergo background checks.

Certain other temporary transfers of a firearm would also not require a background check. These include temporary transfers between spouses, and temporary transfers for use at a shooting range, in a competition, or for performances. A temporary transfer to a person under age eighteen for hunting, sporting, or education would not require a background check. Other temporary transfers for lawful hunting also would not require a background check.

A person who inherited a firearm other than a pistol upon the death of its former owner would not be required to undergo a background check. A person who inherited a pistol would either have to lawfully transfer the pistol within 60 days or inform the department of licensing that he or she intended to keep the pistol.

Firearms could only be sold or transferred through licensed firearms dealers. If neither party to the sale or transfer of a firearm was a firearms dealer, then a firearms dealer would have to assist in the sale or transfer. Before a sale or transfer could be completed, a firearms dealer would perform the background check on the buyer or recipient of the firearm. If the background check determined that the buyer or recipient of the firearm was ineligible to possess a firearm, the firearms dealer would return the firearm to the seller or transferor. The firearms dealer could charge a fee for these services.

Firearms dealers could not deliver any firearm to a buyer or recipient until receiving background check results showing that the buyer or recipient can legally possess the firearm. But a firearms dealer could deliver a firearm if background check results were not received within ten business days (as opposed to the five business days currently allowed to conduct the check). If the buyer or recipient did not have a valid permanent Washington driver's license or identification card, or had been a Washington resident for less than 90 days, then the time period for delivery of a pistol would be extended from ten days to 60 days, the same as under current law.

If a firearms dealer violates this measure, his or her license could be revoked. The violation would also be reported to federal authorities.

Sales tax would not apply to the sale or transfer of firearms between people who are not licensed firearms dealers, so long as they comply with all background check requirements. Using a licensed firearms dealer to assist with such sales or transfers would not result in sales or use tax.

Complete Text

Initiative Measure 594

AN ACT Relating to requiring criminal and public safety background checks for gun sales and transfers; amending RCW 9.41.010, 9.41.090, 9.41.122, 9.41.124, and 82.12.040; adding new sections to chapter 9.41 RCW; adding a new section to chapter 82.08 RCW; creating a new section; and prescribing penalties.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF WASHINGTON:

NEW SECTION. Sec. 1. There is broad consensus that felons, persons convicted of domestic violence crimes, and persons dangerously mentally ill as determined by a court should not be eligible to possess guns for public safety reasons. Criminal and public safety background checks are an effective and easy mechanism to ensure that guns are not purchased by or transferred to those who are prohibited from possessing them. Criminal and public safety background checks also reduce illegal gun trafficking. Because Washington's current background check requirements apply only to sales or transfers by licensed firearms dealers, many guns are sold or transferred without a criminal and public safety background check, allowing criminals and dangerously mentally ill individuals to gain access to guns.

Conducting criminal and public safety background checks will help ensure that all persons buying guns are legally eligible to do so. The people find that it is in the public interest to strengthen our background check system by extending the requirement for a background check to apply to all gun sales and transfers in the state, except as permitted herein. To encourage compliance with background check requirements, the sales tax imposed by RCW 82.08.020 would not apply to the sale or transfer of any firearms between two unlicensed persons if the unlicensed persons have complied with all background check requirements.

This measure would extend criminal and public safety background checks to all gun sales or transfers. Background checks would not be required for gifts between immediate family members or for antiques.

Sec. 2. RCW 9.41.010 and 2013 c 183 s 2 are each amended to read as follows:

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Antique firearm" means a firearm or replica of a firearm not designed or redesigned for using rim fire or conventional center fire ignition with fixed ammunition and manufactured in or before 1898, including any matchlock, flintlock, percussion cap, or similar type of ignition system and also any firearm using fixed ammunition manufactured in or before 1898, for which ammunition is no longer manufactured in the United States and is not readily available in the ordinary channels of commercial trade.

(2) "Barrel length" means the distance from the bolt face of a closed action down the length of the axis of the bore to the crown of the muzzle, or in the case of a barrel with attachments to the end of any legal device permanently attached to the end of the muzzle.

(3) "Crime of violence" means:

(a) Any of the following felonies, as now existing or hereafter amended: Any felony defined under any law as a class A felony or an attempt to commit a class A felony, criminal solicitation of or criminal conspiracy to commit a class A felony, manslaughter in the first degree, manslaughter in the second degree, indecent liberties if committed by forcible compulsion, kidnapping in the second degree, arson in the second degree, assault in the second degree, assault of a child in the second degree, extortion in the first degree, burglary in the second degree, residential burglary, and robbery in the second degree;

(b) Any conviction for a felony offense in effect at any time prior to June 6, 1996, which is comparable to a felony classified as a crime of violence in (a) of this subsection; and

(c) Any federal or out-of-state conviction for an offense comparable to a felony classified as a crime of violence under (a) or (b) of this subsection.

(4) "Dealer" means a person engaged in the business of selling firearms at wholesale or retail who has, or is required to have, a federal firearms license under 18 U.S.C. Sec. 923(a). A person who does not have, and is not required to have, a federal firearms license under 18 U.S.C. Sec. 923(a), is not a dealer if that person makes only

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occasional sales, exchanges, or purchases of firearms for the enhancement of a personal collection or for a hobby, or sells all or part of his or her personal collection of firearms.

(5) "Family or household member" means "family" or "household member" as used in RCW 10.99.020.

(6) "Felony" means any felony offense under the laws of this state or any federal or out-of-state offense comparable to a felony offense under the laws of this state.

(7) "Felony firearm offender" means a person who has previously been convicted or found not guilty by reason of insanity in this state of any felony firearm offense. A person is not a felony firearm offender under this chapter if any and all qualifying offenses have been the subject of an expungement, pardon, annulment, certificate, or rehabilitation, or other equivalent procedure based on a finding of the rehabilitation of the person convicted or a pardon, annulment, or other equivalent procedure based on a finding of innocence.

(8) "Felony firearm offense" means:

(a) Any felony offense that is a violation of this chapter (~~(9.41 RCW)~~);

(b) A violation of RCW 9A.36.045;

(c) A violation of RCW 9A.56.300;

(d) A violation of RCW 9A.56.310;

(e) Any felony offense if the offender was armed with a firearm in the commission of the offense.

(9) "Firearm" means a weapon or device from which a projectile or projectiles may be fired by an explosive such as gunpowder.

(10) "Gun" has the same meaning as firearm.

(11) "Law enforcement officer" includes a general authority Washington peace officer as defined in RCW 10.93.020, or a specially commissioned Washington peace officer as defined in RCW 10.93.020. "Law enforcement officer" also includes a limited authority Washington peace officer as defined in RCW 10.93.020 if such officer is duly authorized by his or her employer to carry a concealed pistol.

~~((14))~~ (12) "Lawful permanent resident" has the same meaning afforded a person "lawfully admitted for permanent residence" in 8 U.S.C. Sec. 1101(a)(20).

~~((12))~~ (13) "Licensed dealer" means a person who is federally licensed under 18 U.S.C. Sec. 923(a).

(14) "Loaded" means:

(a) There is a cartridge in the chamber of the firearm;

(b) Cartridges are in a clip that is locked in place in the firearm;

(c) There is a cartridge in the cylinder of the firearm, if the firearm is a revolver;

(d) There is a cartridge in the tube or magazine that is inserted in the action; or

(e) There is a ball in the barrel and the firearm is capped or primed if the firearm is a muzzle loader.

~~((13))~~ (15) "Machine gun" means any firearm known as a machine gun, mechanical rifle, submachine gun, or any other mechanism or instrument not requiring that the trigger be pressed for each shot and having a reservoir clip, disc, drum, belt, or other separable mechanical device for storing, carrying, or supplying ammunition which can be loaded into the firearm, mechanism, or instrument, and fired therefrom at the rate of five or more shots per second.

~~((14))~~ (16) "Nonimmigrant alien" means a person defined as such in 8 U.S.C. Sec. 1101(a)(15).

~~((15))~~ (17) "Person" means any individual, corporation, company, association, firm, partnership, club, organization, society, joint stock company, or other legal entity.

(18) "Pistol" means any firearm with a barrel less than sixteen inches in length, or is designed to be held and fired by the use of a single hand.

~~((16))~~ (19) "Rifle" means a weapon designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned, made or remade, and intended to use the energy of the explosive in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

~~((17))~~ (20) "Sale" and "sell" (~~(refers to)~~ mean the actual approval of the delivery of a firearm in consideration of payment or promise of payment (~~(of a certain price in money)~~).

~~((18))~~ (21) "Serious offense" means any of the following felonies or a felony attempt to commit any of the following felonies, as now existing or hereafter amended:

(a) Any crime of violence;

Exhibit 3

(b) Any felony violation of the uniform controlled substances act, chapter 69.50 RCW, that is classified as a class B felony or that has a maximum term of imprisonment of at least ten years;

(c) Child molestation in the second degree;

(d) Incest when committed against a child under age fourteen;

(e) Indecent liberties;

(f) Leading organized crime;

(g) Promoting prostitution in the first degree;

(h) Rape in the third degree;

(i) Drive-by shooting;

(j) Sexual exploitation;

(k) Vehicular assault, when caused by the operation or driving of a vehicle by a person while under the influence of intoxicating liquor or any drug or by the operation or driving of a vehicle in a reckless manner;

(l) Vehicular homicide, when proximately caused by the driving of any vehicle by any person while under the influence of intoxicating liquor or any drug as defined by RCW 46.61.502, or by the operation of any vehicle in a reckless manner;

(m) Any other class B felony offense with a finding of sexual motivation, as "sexual motivation" is defined under RCW 9.94A.030;

(n) Any other felony with a deadly weapon verdict under RCW 9.94A.825; ~~((e))~~

(o) Any felony offense in effect at any time prior to June 6, 1996, that is comparable to a serious offense, or any federal or out-of-state conviction for an offense that under the laws of this state would be a felony classified as a serious offense; or

(p) Any felony conviction under section 9 of this act.

~~((19))~~ (22) "Short-barreled rifle" means a rifle having one or more barrels less than sixteen inches in length and any weapon made from a rifle by any means of modification if such modified weapon has an overall length of less than twenty-six inches.

~~((20))~~ (23) "Short-barreled shotgun" means a shotgun having one or more barrels less than eighteen inches in length and any weapon made from a shotgun by any means of modification if such modified weapon has an overall length of less than twenty-six inches.

~~((21))~~ (24) "Shotgun" means a weapon with one or more barrels, designed or redesigned, made or remade, and intended to be fired from the shoulder and designed or redesigned, made or remade, and intended to use the energy of the explosive in a fixed shotgun shell to fire through a smooth bore either a number of ball shot or a single projectile for each single pull of the trigger.

(25) "Transfer" means the intended delivery of a firearm to another person without consideration of payment or promise of payment including, but not limited to, gifts and loans.

(26) "Unlicensed person" means any person who is not a licensed dealer under this chapter.

NEW SECTION. Sec. 3. A new section is added to chapter 9.41 RCW to read as follows:

(1) All firearm sales or transfers, in whole or part in this state including without limitation a sale or transfer where either the purchaser or seller or transferee or transferor is in Washington, shall be subject to background checks unless specifically exempted by state or federal law. The background check requirement applies to all sales or transfers including, but not limited to, sales and transfers through a licensed dealer, at gun shows, online, and between unlicensed persons.

(2) No person shall sell or transfer a firearm unless:

(a) The person is a licensed dealer;

(b) The purchaser or transferee is a licensed dealer; or

(c) The requirements of subsection (3) of this section are met.

(3) Where neither party to a prospective firearms transaction is a licensed dealer, the parties to the transaction shall complete the sale or transfer through a licensed dealer as follows:

(a) The seller or transferor shall deliver the firearm to a licensed dealer to process the sale or transfer as if it is selling or transferring the firearm from its inventory to the purchaser or transferee, except that the unlicensed seller or

Exhibit 3

transferor may remove the firearm from the business premises of the licensed dealer while the background check is being conducted. If the seller or transferor removes the firearm from the business premises of the licensed dealer while the background check is being conducted, the purchaser or transferee and the seller or transferor shall return to the business premises of the licensed dealer and the seller or transferor shall again deliver the firearm to the licensed dealer prior to completing the sale or transfer.

(b) Except as provided in (a) of this subsection, the licensed dealer shall comply with all requirements of federal and state law that would apply if the licensed dealer were selling or transferring the firearm from its inventory to the purchaser or transferee, including but not limited to conducting a background check on the prospective purchaser or transferee in accordance with federal and state law requirements and fulfilling all federal and state recordkeeping requirements.

(c) The purchaser or transferee must complete, sign, and submit all federal, state, and local forms necessary to process the required background check to the licensed dealer conducting the background check.

(d) If the results of the background check indicate that the purchaser or transferee is ineligible to possess a firearm, then the licensed dealer shall return the firearm to the seller or transferor.

(e) The licensed dealer may charge a fee that reflects the fair market value of the administrative costs and efforts incurred by the licensed dealer for facilitating the sale or transfer of the firearm.

(4) This section does not apply to:

(a) A transfer between immediate family members, which for this subsection shall be limited to spouses, domestic partners, parents, children, siblings, grandparents, grandchildren, nieces, nephews, first cousins, aunts, and uncles, that is a bona fide gift;

(b) The sale or transfer of an antique firearm;

(c) A temporary transfer of possession of a firearm if such transfer is necessary to prevent imminent death or great bodily harm to the person to whom the firearm is transferred if:

(i) The temporary transfer only lasts as long as immediately necessary to prevent such imminent death or great bodily harm; and

(ii) The person to whom the firearm is transferred is not prohibited from possessing firearms under state or federal law;

(d) Any law enforcement or corrections agency and, to the extent the person is acting within the course and scope of his or her employment or official duties, any law enforcement or corrections officer, United States marshal, member of the armed forces of the United States or the national guard, or federal official;

(e) A federally licensed gunsmith who receives a firearm solely for the purposes of service or repair, or the return of the firearm to its owner by the federally licensed gunsmith;

(f) The temporary transfer of a firearm (i) between spouses or domestic partners; (ii) if the temporary transfer occurs, and the firearm is kept at all times, at an established shooting range authorized by the governing body of the jurisdiction in which such range is located; (iii) if the temporary transfer occurs and the transferee's possession of the firearm is exclusively at a lawful organized competition involving the use of a firearm, or while participating in or practicing for a performance by an organized group that uses firearms as a part of the performance; (iv) to a person who is under eighteen years of age for lawful hunting, sporting, or educational purposes while under the direct supervision and control of a responsible adult who is not prohibited from possessing firearms; or (v) while hunting if the hunting is legal in all places where the person to whom the firearm is transferred possesses the firearm and the person to whom the firearm is transferred has completed all training and holds all licenses or permits required for such hunting, provided that any temporary transfer allowed by this subsection is permitted only if the person to whom the firearm is transferred is not prohibited from possessing firearms under state or federal law; or

(g) A person who (i) acquired a firearm other than a pistol by operation of law upon the death of the former owner of the firearm or (ii) acquired a pistol by operation of law upon the death of the former owner of the pistol within the preceding sixty days. At the end of the sixty-day period, the person must either have lawfully transferred the pistol or must have contacted the department of licensing to notify the department that he or she has possession of the pistol and intends to retain possession of the pistol, in compliance with all federal and state laws.

NEW SECTION. Sec. 4. A new section is added to chapter 9.41 RCW to read as follows:

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Except as otherwise provided in this chapter, a licensed dealer may not deliver any firearm to a purchaser or transferee until the earlier of:

(1) The results of all required background checks are known and the purchaser or transferee is not prohibited from owning or possessing a firearm under federal or state law; or

(2) Ten business days have elapsed from the date the licensed dealer requested the background check. However, for sales and transfers of pistols if the purchaser or transferee does not have a valid permanent Washington driver's license or state identification card or has not been a resident of the state for the previous consecutive ninety days, then the time period in this subsection shall be extended from ten business days to sixty days.

Sec. 5. RCW 9.41.090 and 1996 c 295 s 8 are each amended to read as follows:

(1) In addition to the other requirements of this chapter, no dealer may deliver a pistol to the purchaser thereof until:

(a) The purchaser produces a valid concealed pistol license and the dealer has recorded the purchaser's name, license number, and issuing agency, such record to be made in triplicate and processed as provided in subsection (5) of this section. For purposes of this subsection (1)(a), a "valid concealed pistol license" does not include a temporary emergency license, and does not include any license issued before July 1, 1996, unless the issuing agency conducted a records search for disqualifying crimes under RCW 9.41.070 at the time of issuance;

(b) The dealer is notified in writing by the chief of police or the sheriff of the jurisdiction in which the purchaser resides that the purchaser is eligible to possess a pistol under RCW 9.41.040 and that the application to purchase is approved by the chief of police or sheriff; or

~~(c) The requirements or time periods in section 4 of this act have been satisfied ((Five business days, meaning days on which state offices are open, have elapsed from the time of receipt of the application for the purchase thereof as provided herein by the chief of police or sheriff designated in subsection (5) of this section, and, when delivered, the pistol shall be securely wrapped and shall be unloaded. However, if the purchaser does not have a valid permanent Washington driver's license or state identification card or has not been a resident of the state for the previous consecutive ninety days, the waiting period under this subsection (1)(c) shall be up to sixty days)).~~

(2)(a) Except as provided in (b) of this subsection, in determining whether the purchaser meets the requirements of RCW 9.41.040, the chief of police or sheriff, or the designee of either, shall check with the national crime information center, the Washington state patrol electronic database, the department of social and health services electronic database, and with other agencies or resources as appropriate, to determine whether the applicant is ineligible under RCW 9.41.040 to possess a firearm.

(b) Once the system is established, a dealer shall use the state system and national instant criminal background check system, provided for by the Brady Handgun Violence Prevention Act (18 U.S.C. Sec. 921 et seq.), to make criminal background checks of applicants to purchase firearms. However, a chief of police or sheriff, or a designee of either, shall continue to check the department of social and health services' electronic database and with other agencies or resources as appropriate, to determine whether applicants are ineligible under RCW 9.41.040 to possess a firearm.

(3) In any case under ~~((subsection (1)(c) of))~~ this section where the applicant has an outstanding warrant for his or her arrest from any court of competent jurisdiction for a felony or misdemeanor, the dealer shall hold the delivery of the pistol until the warrant for arrest is served and satisfied by appropriate court appearance. The local jurisdiction for purposes of the sale shall confirm the existence of outstanding warrants within seventy-two hours after notification of the application to purchase a pistol is received. The local jurisdiction shall also immediately confirm the satisfaction of the warrant on request of the dealer so that the hold may be released if the warrant was for an offense other than an offense making a person ineligible under RCW 9.41.040 to possess a pistol.

(4) In any case where the chief or sheriff of the local jurisdiction has reasonable grounds based on the following circumstances: (a) Open criminal charges, (b) pending criminal proceedings, (c) pending commitment proceedings, (d) an outstanding warrant for an offense making a person ineligible under RCW 9.41.040 to possess a pistol, or (e) an arrest for an offense making a person ineligible under RCW 9.41.040 to possess a pistol, if the records of disposition have not yet been reported or entered sufficiently to determine eligibility to purchase a pistol, the local jurisdiction may hold the sale and delivery of the pistol ~~((beyond five days))~~ up to thirty days in order to confirm existing records

Exhibit 3

in this state or elsewhere. After thirty days, the hold will be lifted unless an extension of the thirty days is approved by a local district court or municipal court for good cause shown. A dealer shall be notified of each hold placed on the sale by local law enforcement and of any application to the court for additional hold period to confirm records or confirm the identity of the applicant.

(5) At the time of applying for the purchase of a pistol, the purchaser shall sign in triplicate and deliver to the dealer an application containing his or her full name, residential address, date and place of birth, race, and gender; the date and hour of the application; the applicant's driver's license number or state identification card number; a description of the pistol including the make, model, caliber and manufacturer's number if available at the time of applying for the purchase of a pistol. If the manufacturer's number is not available, the application may be processed, but delivery of the pistol to the purchaser may not occur unless the manufacturer's number is recorded on the application by the dealer and transmitted to the chief of police of the municipality or the sheriff of the county in which the purchaser resides; and a statement that the purchaser is eligible to possess a pistol under RCW 9.41.040.

The application shall contain a warning substantially as follows:

CAUTION: Although state and local laws do not differ, federal law and state law on the possession of firearms differ. If you are prohibited by federal law from possessing a firearm, you may be prosecuted in federal court. State permission to purchase a firearm is not a defense to a federal prosecution.

The purchaser shall be given a copy of the department of fish and wildlife pamphlet on the legal limits of the use of firearms, firearms safety, and the fact that local laws and ordinances on firearms are preempted by state law and must be consistent with state law.

The dealer shall, by the end of the business day, sign and attach his or her address and deliver a copy of the application and such other documentation as required under subsection (1) of this section to the chief of police of the municipality or the sheriff of the county of which the purchaser is a resident. The triplicate shall be retained by the dealer for six years. The dealer shall deliver the pistol to the purchaser following the period of time specified in this ((section)) chapter unless the dealer is notified of an investigative hold under subsection (4) of this section in writing by the chief of police of the municipality or the sheriff of the county, whichever is applicable, denying the purchaser's application to purchase and the grounds thereof. The application shall not be denied unless the purchaser is not eligible to possess a pistol under RCW 9.41.040 or 9.41.045, or federal law.

The chief of police of the municipality or the sheriff of the county shall retain or destroy applications to purchase a pistol in accordance with the requirements of 18 U.S.C. Sec. 922.

(6) A person who knowingly makes a false statement regarding identity or eligibility requirements on the application to purchase a pistol is guilty of false swearing under RCW 9A.72.040.

(7) This section does not apply to sales to licensed dealers for resale or to the sale of antique firearms.

Sec. 6. RCW 9.41.122 and 1970 ex.s. c 74 s 1 are each amended to read as follows:

Residents of Washington may purchase rifles and shotguns in a state other than Washington: PROVIDED, That such residents conform to the applicable provisions of the federal Gun Control Act of 1968, Title IV, Pub. L. 90-351 as administered by the United States secretary of the treasury: AND PROVIDED FURTHER, That such residents are eligible to purchase or possess such weapons in Washington and in the state in which such purchase is made: AND PROVIDED FURTHER, That when any part of the transaction takes place in Washington, including, but not limited to, internet sales, such residents are subject to the procedures and background checks required by this chapter.

Sec. 7. RCW 9.41.124 and 1970 ex.s. c 74 s 2 are each amended to read as follows:

Residents of a state other than Washington may purchase rifles and shotguns in Washington: PROVIDED, That such residents conform to the applicable provisions of the federal Gun Control Act of 1968, Title IV, Pub. L. 90-351 as administered by the United States secretary of the treasury: AND PROVIDED FURTHER, That such residents are eligible to purchase or possess such weapons in Washington and in the state in which such persons reside: AND PROVIDED FURTHER, That such residents are subject to the procedures and background checks required by this chapter.

NEW SECTION. **Sec. 8.** A new section is added to chapter 9.41 RCW to read as follows:

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The department of licensing shall have the authority to adopt rules for the implementation of this chapter as amended. In addition, the department of licensing shall report any violation of this chapter by a licensed dealer to the bureau of alcohol, tobacco, firearms and explosives within the United States department of justice and shall have the authority, after notice and a hearing, to revoke the license of any licensed dealer found to be in violation of this chapter.

NEW SECTION. Sec. 9. A new section is added to chapter 9.41 RCW to read as follows:

Notwithstanding the penalty provisions in this chapter, any person knowingly violating section 3 of this act is guilty of a gross misdemeanor punishable under chapter 9A.20 RCW. If a person previously has been found guilty under this section, then the person is guilty of a class C felony punishable under chapter 9A.20 RCW for each subsequent knowing violation of section 3 of this act. A person is guilty of a separate offense for each and every gun sold or transferred without complying with the background check requirements of section 3 of this act. It is an affirmative defense to any prosecution brought under this section that the sale or transfer satisfied one of the exceptions in section 3(4) of this act.

NEW SECTION. Sec. 10. A new section is added to chapter 82.08 RCW to read as follows:

The tax imposed by RCW 82.08.020 does not apply to the sale or transfer of any firearms between two unlicensed persons if the unlicensed persons have complied with all background check requirements of chapter 9.41 RCW.

Sec. 11. RCW 82.12.040 and 2011 1st sp.s. c 20 s 103 are each amended to read as follows:

(1) Every person who maintains in this state a place of business or a stock of goods, or engages in business activities within this state, shall obtain from the department a certificate of registration, and shall, at the time of making sales of tangible personal property, digital goods, digital codes, digital automated services, extended warranties, or sales of any service defined as a retail sale in RCW 82.04.050 (2) (a) or (g), (3)(a), or (6)(b), or making transfers of either possession or title, or both, of tangible personal property for use in this state, collect from the purchasers or transferees the tax imposed under this chapter. The tax to be collected under this section must be in an amount equal to the purchase price multiplied by the rate in effect for the retail sales tax under RCW 82.08.020. For the purposes of this chapter, the phrase "maintains in this state a place of business" shall include the solicitation of sales and/or taking of orders by sales agents or traveling representatives. For the purposes of this chapter, "engages in business activity within this state" includes every activity which is sufficient under the Constitution of the United States for this state to require collection of tax under this chapter. The department must in rules specify activities which constitute engaging in business activity within this state, and must keep the rules current with future court interpretations of the Constitution of the United States.

(2) Every person who engages in this state in the business of acting as an independent selling agent for persons who do not hold a valid certificate of registration, and who receives compensation by reason of sales of tangible personal property, digital goods, digital codes, digital automated services, extended warranties, or sales of any service defined as a retail sale in RCW 82.04.050 (2) (a) or (g), (3)(a), or (6)(b), of his or her principals for use in this state, must, at the time such sales are made, collect from the purchasers the tax imposed on the purchase price under this chapter, and for that purpose is deemed a retailer as defined in this chapter.

(3) The tax required to be collected by this chapter is deemed to be held in trust by the retailer until paid to the department, and any retailer who appropriates or converts the tax collected to the retailer's own use or to any use other than the payment of the tax provided herein to the extent that the money required to be collected is not available for payment on the due date as prescribed is guilty of a misdemeanor. In case any seller fails to collect the tax herein imposed or having collected the tax, fails to pay the same to the department in the manner prescribed, whether such failure is the result of the seller's own acts or the result of acts or conditions beyond the seller's control, the seller is nevertheless personally liable to the state for the amount of such tax, unless the seller has taken from the buyer a copy of a direct pay permit issued under RCW 82.32.087.

(4) Any retailer who refunds, remits, or rebates to a purchaser, or transferee, either directly or indirectly, and by whatever means, all or any part of the tax levied by this chapter is guilty of a misdemeanor.

(5) Notwithstanding subsections (1) through (4) of this section, any person making sales is not obligated to collect the tax imposed by this chapter if:

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(a) The person's activities in this state, whether conducted directly or through another person, are limited to:

- (i) The storage, dissemination, or display of advertising;
- (ii) The taking of orders; or
- (iii) The processing of payments; and

(b) The activities are conducted electronically via a web site on a server or other computer equipment located in Washington that is not owned or operated by the person making sales into this state nor owned or operated by an affiliated person. "Affiliated persons" has the same meaning as provided in RCW 82.04.424.

(6) Subsection (5) of this section expires when: (a) The United States congress grants individual states the authority to impose sales and use tax collection duties on remote sellers; or (b) it is determined by a court of competent jurisdiction, in a judgment not subject to review, that a state can impose sales and use tax collection duties on remote sellers.

(7) Notwithstanding subsections (1) through (4) of this section, any person making sales is not obligated to collect the tax imposed by this chapter if the person would have been obligated to collect retail sales tax on the sale absent a specific exemption provided in chapter 82.08 RCW, and there is no corresponding use tax exemption in this chapter. Nothing in this subsection (7) may be construed as relieving purchasers from liability for reporting and remitting the tax due under this chapter directly to the department.

(8) Notwithstanding subsections (1) through (4) of this section, any person making sales is not obligated to collect the tax imposed by this chapter if the state is prohibited under the Constitution or laws of the United States from requiring the person to collect the tax imposed by this chapter.

(9) Notwithstanding subsections (1) through (4) of this section, any licensed dealer facilitating a firearm sale or transfer between two unlicensed persons by conducting background checks under chapter 9.41 RCW is not obligated to collect the tax imposed by this chapter.

NEW SECTION. Sec. 12. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

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