



City Council, Regular Meeting

AGENDA

February 16, 2010

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

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

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

- A Regional Coalition for Housing Workplan
- Briefing: USGA Senior Golf Tournament @ Sahalee Country Club

Consent Agenda

- Payroll for pay period ending January 31, 2010 for pay date February 5, 2010 in the amount of \$241,496
1. Approval: Claims for period ending February 16, 2010 in the amount of \$1,121,974.17 for Check No.25760 through No. 25868
 2. Contract: Hazardous Material Survey at Evans Creek Preserve/EA Engineering Services
 3. Contract: City-Wide Traffic Count/Trafficcount

Public Hearings

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

4. Ordinance: First Reading Relating To Siting Of Wireless Communication Facilities; Repealing And Re-Enacting Chapter 21A.55 SMC; Implementing Provisions Previously Enacted Pursuant To A Declaration Of Emergency; Amending And Adding New Definitions To Chapter 21A.15 SMC; Repealing Section 13.01.010 SMC Relating To Undergrounding Of Wireless Communication Facilities Equipment; Providing For Severability; And Establishing An Effective Date
5. An Ordinance Of The City Of Sammamish, Washington Amending Chapters 21A.15, 21A.20 And 21A.25 Of The Sammamish Municipal Code Relating To Public Facilities
6. Ordinance: First Reading Amending Chapter 21A.25 (Development Standards – Density And Dimensions), Of The Sammamish Municipal Code

Unfinished Business - None

New Business

7. Resolution Related To A Proposed Comprehensive Plan Amendment Docket For The Sammamish Town Center Southeast Quadrant

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Mon 02/15	6:30 pm	Presidents Day	City Offices Closed
Tues 02/16	6:30 pm	Regular Meeting	ARCH Work Program Sahalee Golf Tournament Public Hearing: First Reading Administrative Adjustments of Setbacks Public Hearing/First Reading: Ordinance for Wireless Siting Public Hearing/First Reading: Ordinance for Public Facilities Code Amendment Contract: MOC Construction Design Services/TFC (consent) Contract: EA Engineering/Hazardous Materials Removal Evans Creek Preserve (consent) Contract: City Wide Traffic Count/Trafficcount (consent) Resolution: Comp Plan Docket Application
Thurs			
March 2010			
Tues 03/02	6:30 pm	Regular Council Meeting	Public Hearing: Second Reading Administrative Adjustments of Setbacks Second Reading: Ordinance for Wireless Siting Second Reading: Ordinance for Public Facilities Code Amendment Resolution: 2010 ARCH Work Program (consent) Interlocal: ARCH (consent) Contract: Wetland Services SE 20 th Street/Watershed (consent) Executive Session: Potential Litigation Purchase: City Hall Lobby Lighting (consent)
Tues 03/09	6:30 pm	Study Session	Town Center Development Regulations District Court Services Sammamish Landing Revised Preferred Alternative Animal Control
Mon 03/15	6:30 pm	Special Meeting	Public Hearing/First Reading Aldarra Farms 60% Percent Petition Update: Connectivity Update: Pavement Management Discussion: Operating Agreement Boys & Girls Club
Tues 03/16	6:30 pm	Joint Meeting with Issaquah CC	
April 2010			
Tues 04/06	6:30 pm	Study Session/Regular Council Meeting	Town Center Development Regulations Second Reading: Ordinance Aldarra Farms 60% Percent Petition
Tues 04/13	6:30 pm	Study Session	Human Service Grants Town Center Development Regulations (2 hours)
Mon 04/19	6:30 pm	Joint Meeting/Parks Commission	Parks, Recreation and Open Space Plan
Tues 04/20	6:30 pm	Regular Meeting	
May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading: Pre Annexation Zoning Klahanie Park First Reading: Klahanie Park Annexation
Tues 05/11	6:30 pm	Study Session	
Mon 05/17	6:30 pm	Study Session	Town Center Development Regulations
Tues 05/18	6:30 pm	Regular Meeting	Public Hearing: First Reading Town Center Development Regulations Public Hearing/Second Reading: Pre Annexation Zoning Klahanie Park Second Reading: Klahanie Park Annexation
June 2010			

Tues 06/01	6:30 pm	Regular Council Meeting	Public Hearing: Town Center Development Regulation
Tues 06/08	6:30 pm	Study Session	
Mon 06/14	6:30 pm	Study Session	
Tues 06/15	6:30 pm	Regular Meeting	Second Reading: Town Center Development Regulations
July 2010			
Tues 07/06	6:30 pm	Regular Council Meeting	
Tues 07/13	6:30 pm	Study Session	
Mon 07/19	6:30 pm	Study Session	
Tues 07/20	6:30 pm	Regular Meeting	
Sept. 2010			
Tues 09/07	6:30 pm	Regular Council Meeting	
Tues 09/14	6:30 pm	Study Session	Biennial Budget
Mon 09/20	6:30 pm	Study Session	Biennial Budget
Tues 09/21	6:30 pm	Regular Meeting	
Oct. 2010			
Tues 10/5	6:30 pm	Regular Council Meeting	
Tues 10/12	6:30 pm	Study Session	
Mon 10/18	6:30 pm	Study Session	Biennial Budget (if necessary)
Tues 10/19	6:30 pm	Regular Meeting	Public Hearing: First Reading Adopting 2011/2012 Budget Public Hearing: First Reading Setting the Tax Levy Rate for 2011
Nov. 2010			
Tues 11/2	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Adopting 2011/2012 Budget Ordinance: Second Reading Setting Tax Levy Rate 2011 Resolution: 2011 Salary Schedule Resolution: 2011 Fee Schedule (if necessary)
Tues 11/09	6:30 pm	Study Session	Parks Commission Applicant Interviews
Mon 11/15	6:30 pm	Study Session	Planning Commission Applicant Interviews
Tues 11/16	6:30 pm	Regular Meeting	
Dec. 2010			
Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Award: 2011/2012 Humans Services Grants
Tues 12/14	6:30 pm	Study Session	
Mon 12/20	6:30 pm	Study Session	
Tues 12/21	6:30 pm	Regular Meeting	

To Be Scheduled	To Be Scheduled	Parked Items
Code Enforcement Code Amendments Stormwater Master Plan Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study	Code Blocks (second round) Resolution: Final Acceptance SE 20 th Street Project Resolution: ELSP Project Acceptance TDR	

<< January

February 2010

March >>

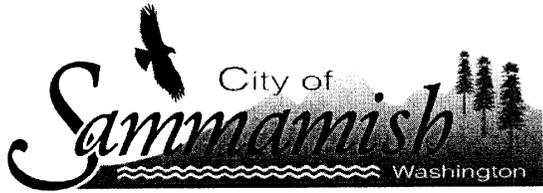
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 6:30 p.m. City Council Meeting	3	4 6:30 p.m. Planning Commission Meeting	5	6
7 11 a.m. Art Commission Retreat	8	9 6:30 p.m. City Council Joint Meeting	10 5:30 p.m. Parks and Recreation Commission Meeting	11	12	13
14	15 8 a.m. Washington's Birthday City offices closed 6:30 p.m. City Council Study Session Canceled	16 6:30 p.m. City Council Meeting	17 6 p.m. Sammamish Youth Board Meeting	18	19	20
21	22 6:30 p.m. Arts Commission Meeting 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	23 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	24	25 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	26	27 9 a.m. Invasive removal at Llama Landing
28						

<< February

March 2010

April >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	2 5 p.m. Finance Committee 6:30 p.m. City Council Meeting	3 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	4 6 p.m. Planning Commission Meeting	5	6
7	8 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	9 6:30 p.m. City Council Study Session	10 6:30 p.m. Parks and Recreation Commission Meeting 7 p.m. Beaver Lake Management District Meeting	11 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	12	13 9 a.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting
14	15 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Special Meeting	16 6:30 p.m. Joint Meeting with Issaquah City Council	17 6 p.m. Sammamish Youth Board Meeting 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	18 6 p.m. Planning Commission Meeting 6:30 p.m. HAVE YOUR SAY IN HOW WE PLAY! Parks Plan Update Neighborhood Meeting	19	20
21	22	23	24	25	26	27 9 a.m. Fourth Saturday Volunteer Event
28	29	30	31			



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: February 11, 2010
RE: Claims for February 16, 2010

\$ 138,809.25
22,743.00
732,153.41
228,268.51

	138,809.25	+
	22,743.00	+
	732,153.41	+
	228,268.51	+
TOTAL	\$ 1,121,974.17	*

Check # 25760 through #25868

Accounts Payable**Check Register Totals Only**

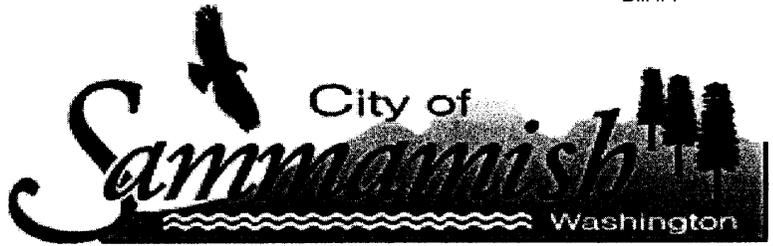
User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25760	02/05/2010	ANI	ANI Administrators NW Inc	1,962.66	0
25761	02/05/2010	AWCMED	AWC Employee Benefits Trust	91,325.19	0
25762	02/05/2010	ICMA401	ICMA 401	31,135.77	0
25763	02/05/2010	ICMA401x	ICMA401	4,934.89	0
25764	02/05/2010	ICMA457	ICMA457	9,187.74	0
25765	02/05/2010	PREPAIDL	Pre-Paid Legal Services, Inc	263.00	0
				138,809.25	
Check Total:					

Accounts Payable

Computer Check Register



User: mdunham
 Printed: 02/04/2010 - 3:30PM
 Bank Account: APPR
 Batch: 003.02.2010

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25766	ISD	Issaquah School District	2/5/2010	01/2010	12,183.00
Check 25766 Total:					12,183.00
25767	LWSD	Lake Washington School Dist	2/5/2010	01/2010	10,560.00
Check 25767 Total:					10,560.00
Report Total:					22,743.00

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25768	02/16/2010	ACE	Ace Hardware, LLC	979.63	0
25769	02/16/2010	ADVANTAG	Advantage Building Services	5,417.90	0
25770	02/16/2010	BALEY	Baley Roofing	173.25	0
25771	02/16/2010	CADMAN	Cadman, Inc.	2,632.40	0
25772	02/16/2010	CAMPBEL2	Campbell Co Inc	444.02	0
25773	02/16/2010	CDW	CDW Govt Inc	1,927.20	0
25774	02/16/2010	CIAW	Cities Insurance Assoc of Wa	1,000.00	0
25775	02/16/2010	BELLCITY	City Of Bellevue	11,547.00	0
25776	02/16/2010	ISSCITY	City Of Issaquah	4,171.57	0
25777	02/16/2010	CLARK	Clark's Towing & Repair	175.20	0
25778	02/16/2010	CODEPUB	Code Publishing Inc	292.37	0
25779	02/16/2010	CURRY	Kathy Curry	20.50	0
25780	02/16/2010	L&IPREV	Management Services Dept Of Labor	160.00	0
25781	02/16/2010	EAGLE	Eagle Press & Supply	3,285.00	0
25782	02/16/2010	EASTFIRE	Eastside Fire & Rescue	620,896.90	0
25783	02/16/2010	ADOLFSON	ESA Adolfsen	3,193.94	0
25784	02/16/2010	EVERGR	Evergreen Print Solutions	241.16	0
25785	02/16/2010	FRANCO2	U. S. Postal Service/ Francotyp-Postal	2,500.00	0
25786	02/16/2010	GRANGE	Grange Supply, Inc.	325.38	0
25787	02/16/2010	GUROL	Kamuron Gurol	73.00	0
25788	02/16/2010	HARTMAN	Hartman Photography	1,131.88	0
25789	02/16/2010	HOMEDE	Home Depot	1,149.16	0
25790	02/16/2010	INTEGRA	Integra Telecom	3,232.22	0
25791	02/16/2010	IRONMT	Iron Mountain	323.42	0
25792	02/16/2010	ISSAUTO	Issaquah Auto Tech, Inc	38.82	0
25793	02/16/2010	ISSAQ1	Issaquah Press, Inc.	600.00	0
25794	02/16/2010	KEENEY	Keeney's Office Plus	326.33	0
25795	02/16/2010	KCBLANK	King County Finance	2,192.10	0
25796	02/16/2010	KINGFI	King County Finance A/R	5,747.52	0
25797	02/16/2010	KINGPET	King County Pet Licenses	205.00	0
25798	02/16/2010	KCRADIO	King Cty Radio Comm Svcs	206.49	0
25799	02/16/2010	LAKESIDE	Lakeside Industries	120.46	0
25800	02/16/2010	LARSON	Tim Larson	93.50	0
25801	02/16/2010	ACCURINT	Lexis Nexis	54.75	0
25802	02/16/2010	MAILPO	Mail Post	54.08	0
25803	02/16/2010	MATTHIAS	Michael Matthias	89.50	0
25804	02/16/2010	MEDCO	Medco Supply Company	598.47	0
25805	02/16/2010	MINUTE	Minuteman Press	222.25	0
25806	02/16/2010	MOBERLY	Lynn Moberly	7,250.00	0
25807	02/16/2010	MUNROE	Kris Munroe	33.67	0
25808	02/16/2010	NESAM	NE Sammamish Sewer & Water	103.86	0
25809	02/16/2010	NEXTEL	Nextel Communications	2,308.30	0
25810	02/16/2010	ODELL	Thomas Odell	143.50	0
25811	02/16/2010	OFFDEP	Office Depot	263.17	0
25812	02/16/2010	OGDEN	Ogden Murphy Wallace PLLC	75.60	0
25813	02/16/2010	POA	Pacific Office Automation	191.70	0
25814	02/16/2010	NAPA	PHS, Inc	73.11	0
25815	02/16/2010	PIEDMONT	Piedmont Directional Signs	175.00	0
25816	02/16/2010	PSF	PSF Mechanical Inc	1,724.63	0
25817	02/16/2010	PSE	Puget Sound Energy	9,777.96	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
25818	02/16/2010	RAINIER	Rainier Wood Recyclers Inc	12.00	0
25819	02/16/2010	ROSSCARO	Carol Ross	111.48	0
25820	02/16/2010	ROTARSAM	Rotary Club of Sammamish	52.00	0
25821	02/16/2010	SAMCHAMB	Sammamish Chamber of Commerce	25.00	0
25822	02/16/2010	SAM	Sammamish Plateau Water Sewer	247.32	0
25823	02/16/2010	SANDERS	Dawn Sanders	58.70	0
25824	02/16/2010	SAUER	Mike Sauerwein	93.30	0
25825	02/16/2010	SEATIM	Seattle Times	784.66	0
25826	02/16/2010	SEQUOYAH	Sequoyah Electric, LLC	203.80	0
25827	02/16/2010	SERVICE	Service Paper Co	297.51	0
25828	02/16/2010	SONITROL	Sonitrol Pacific	759.30	0
25829	02/16/2010	SPIRITUA	Spiritual Assembly	525.00	0
25830	02/16/2010	STAPLES	Staples Business Advantage	4,817.32	0
25831	02/16/2010	SB&MAC	Stewart Beall & MacNichols	8,240.00	0
25832	02/16/2010	STOECKL	Jane C. Stoecklin	110.00	0
25833	02/16/2010	suncadia	Suncadia Resort	6,228.98	0
25834	02/16/2010	TAGS	Tags Awards & Specialties	64.56	0
25835	02/16/2010	COMPLETE	The Complete Line	1,697.82	0
25836	02/16/2010	Thompson	Richard J. Thompson	4,643.00	0
25837	02/16/2010	UNITRENT	United Rentals NW, Inc	448.73	0
25838	02/16/2010	VERIZON	Verizon Wireless	80.69	0
25839	02/16/2010	VOYAGER	Voyager	2,873.90	0
25840	02/16/2010	WSAPT	Wa Assoc Permit Technicians	70.00	0
25841	02/16/2010	WAECOL	Wa State Dept of Ecology	75.00	0
25842	02/16/2010	WAPAT	Wa State Patrol	80.00	0
25843	02/16/2010	NELSONCO	Walter E. Nelson Company	571.16	0
25844	02/16/2010	ZUMAR	Zumar Industries, Inc.	1,019.31	0
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				Check Total:	<hr/>
					732,153.41
				<hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
25845	02/16/2010	ADVANTAG	Advantage Building Services	4,284.16	0
25846	02/16/2010	ALLAROUN	All Around Fence Co	1,319.48	0
25847	02/16/2010	CDK	CDK Construction Services	11,129.25	0
25848	02/16/2010	COSTCO	Costco Wholesale	541.28	0
25849	02/16/2010	EASTFIRE	Eastside Fire & Rescue	38,838.00	0
25850	02/16/2010	HOWARD	Lyman Howard	25.70	0
25851	02/16/2010	HWA	HWA GeoSciences, Inc	275.68	0
25852	02/16/2010	KEENEY	Keeney's Office Plus	188.47	0
25853	02/16/2010	KERSHAW	Kobi Kershaw	30.00	0
25854	02/16/2010	KINGFI	King County Finance A/R	78,989.82	0
25855	02/16/2010	MYER	Anjali Myer	48.02	0
25856	02/16/2010	NWCASC	Northwest Cascade, Inc.	1,292.86	0
25857	02/16/2010	NWLSVC	NW Landscape Service	10,145.18	0
25858	02/16/2010	PACPLANT	Pacific Plants	1,524.79	0
25859	02/16/2010	PACSOIL	Pacific Topsoils, Inc	1,913.52	0
25860	02/16/2010	PLATEAU	Plateau Motors	226.70	0
25861	02/16/2010	PLATT	Platt Electric	97.60	0
25862	02/16/2010	PSE	Puget Sound Energy	10,257.02	0
25863	02/16/2010	SAMCHAMB	Sammamish Chamber of Commerce	75.00	0
25864	02/16/2010	SCI	SCI Infrastructures, LLC	58,676.24	0
25865	02/16/2010	SERVICE	Service Paper Co	125.75	0
25866	02/16/2010	TLC	Total Landscape Corp	7,270.48	0
25867	02/16/2010	VERIZNW	Verizon Northwest	33.51	0
25868	02/16/2010	WRPA	Wa Recreation & Parks Assoc	960.00	0

Check Total:

228,268.51



CITY COUNCIL AGENDA BILL

Subject:

Contract with EA Engineering, Science and Technology, Inc. to complete an asbestos containing materials (ACM) and hazardous materials survey for the Evans Creek Preserve Phase I Project.

Meeting Date: February 16, 2010

Date Submitted: February 9, 2010

Originating Department: Parks and Recreation

Action Required:

Authorize the City Manager to sign a contract with EA Engineering, Science and Technology, Inc. to complete an ACM and hazardous materials survey for the Evans Creek Preserve Phase I Project in the amount of \$8,400.00.

Clearances:

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

Exhibits:

- Contract

Budgeted Amount: \$825,000 is allocated in the 2010 budget for the Evans Creek Preserve Phase I Project.

Summary Statement:

As part of the Evans Creek Preserve Phase I construction project, demolition of existing buildings on site is planned to accommodate future park improvements. The Phase I project includes construction of a small upper parking lot (10 stalls), an entry sign, a multi-use trail system, a pedestrian bridge, buffer enhancement and mitigation, a storm drainage facility, a tool shed, and restrooms. Federal law administered by the Occupational Safety and Health Administration (OSHA) requires building owners to identify asbestos-containing materials (ACMs) in their buildings and to arrange for their proper removal. The law is enforced locally by the Washington State Department of Labor and Industries (L&I) and the Puget Sound Air Pollution Control Agency (PSAPCA).

The City of Sammamish is responsible for hiring a professional testing firm to perform a good faith survey to identify ACMs in the existing structures at Evans Creek Preserve. Based on the project approach, work with projects of a similar nature, the experience and qualifications of staff and the ability to meet the project timeline, EA Engineering, Science and Technology, Inc. was selected to perform the ACM and hazardous materials survey, to include a project report and recommendations for removal if hazardous materials are identified.

Background:

The City purchased the 174-acre Galley property for the Evans Creek Preserve for \$1,500,000 in 2000. With the addition of the nearby Department of Natural Resources property, the site now totals approximately 179 acres.

The City's Model Master Plan Process was conducted from May to September 2007 to arrive at a preferred long-term strategy for Evans Creek Preserve. A web-based community survey and three public meetings on June 6, July 18 and September 5, were conducted. The Master Plan was reviewed by the Parks Commission and the City Council consecutively after each of the public meetings.

The Evans Creek Preserve Master-Plan was adopted by City Council on September 15, 2009.

Anticipated timeline for Phase I work:

Phase I Design and Construction Documents: Winter/Spring 2009/2010

Phase I Permitting: Summer/Fall 2010

Phase I Bid: Winter 2010

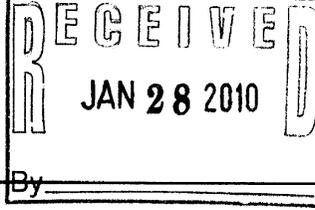
Phase I Construction: Spring 2011

Financial Impact:

The contract amount is for \$8,400.00. A total of \$825,000 is allocated in the 2010 Budget (Parks CIP) for Phase I construction. The project budget covers costs associated with surveys, preparation of construction drawings, permitting, construction administration, and project construction. The majority of the design work and the construction administration will be done in-house by Parks and Recreation Department staff.

Recommended Motion:

Authorize the City Manager to sign the contract with EA Engineering, Science and Technology, Inc. to complete the ACM and hazardous materials survey for the Evans Creek Preserve Phase I project.



**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: EA Engineering, Science, and Technology, Inc

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and EA Engineering, Science, and Technology, Inc, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed: \$8,400.00

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

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

Notices to the Consultant shall be sent to the following address:

Contact Name EA Engineering, Science, and Technology, Inc.
Street Address 12011 NE 1st Street, Suite 100
City, State Zip Bellevue, WA 98005
Phone Number 425.451.7400
Email ndesai@eaest.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: MLR

Title: City Manager

Title: Vice - President

Date: _____

Date: 1/26/10

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES



07 December 2009

Ms. Kellye Hilde, Parks Project Manager
801 228th Avenue SE
Sammamish, Washington 98075

Subject: **Proposal to Conduct an Asbestos, Lead, and Hazardous Materials Survey at Evans Creek Preserve in Sammamish, Washington**

Dear Ms. Hilde:

In response to the City of Sammamish's (City's) 18 November 2009 Request for Proposal (RFP), EA Engineering, Science, and Technology (EA) is pleased to present this **\$8,400** Firm Fixed Price proposal for conducting an asbestos, lead, and hazardous materials survey for the seven building structures at the Evans Creek Preserve, Sammamish, Washington (Figure 1). The seven building structures are comprised of two houses, two barns, and three sheds, as shown on Figure 2.

Our Firm Fixed Price proposal includes the Scope of Work (SOW) outlined in the following four tasks:

- **Task 1. Asbestos, Lead, and Hazardous Materials Survey** — This task includes performing a "Good Faith Survey" for asbestos, lead, and hazardous materials for the seven building structures, using an accredited Asbestos Hazard Emergency Response Act (AHERA) Building Inspector and a Certified Lead Inspector.
- **Task 2. Soil Sampling** — This task includes collecting one soil sample at the existing oil tank, presumably located at House No. 2 (Figure 2).
- **Task 3. Asbestos, Lead, and Hazardous Materials Survey Report** — This task includes preparing and submitting one draft report and one final report summarizing the findings of the surveys for hazardous materials, asbestos containing materials (ACMs), and lead-based paint (LBP), including the laboratory results.
- **Task 4. ACM Removal Specification Plan** — This task includes preparing and submitting one draft and one final *ACM Removal Specification Plan* outlining the proper removal and disposal of any ACMs found based on the completion of Tasks 1 and 3.

Our technical approach outlining details of the above-referenced SOW is presented in *Exhibit A*, details of our Firm Fixed Price and Assumptions are presented in *Exhibit B*, and our *Consulting Services Contract* is presented in *Exhibit C*, following this cover letter. To confirm your acceptance of EA's project approach and technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of this proposal in the "client" space provided on Page 3 of EA's *Consulting Services Contract*, and return this entire document to my attention.

We are proud of our dedicated EA team of professionals that has secured us with the reputation for providing a superior level of client service here in the Pacific Northwest since 1989. We greatly appreciate the opportunity to serve you on this project and we look forward to upholding our reputation for high quality service. If you have any questions, comments, or require further information, please do not hesitate to contact me at ndesai@eaest.com, Telephone: 425-451-7400, or Fax: 425-451-7800.

Sincerely,

Nimish Desai
Vice President



Figure 1- Evans Creek Preserve Location in Redmond, Washington.

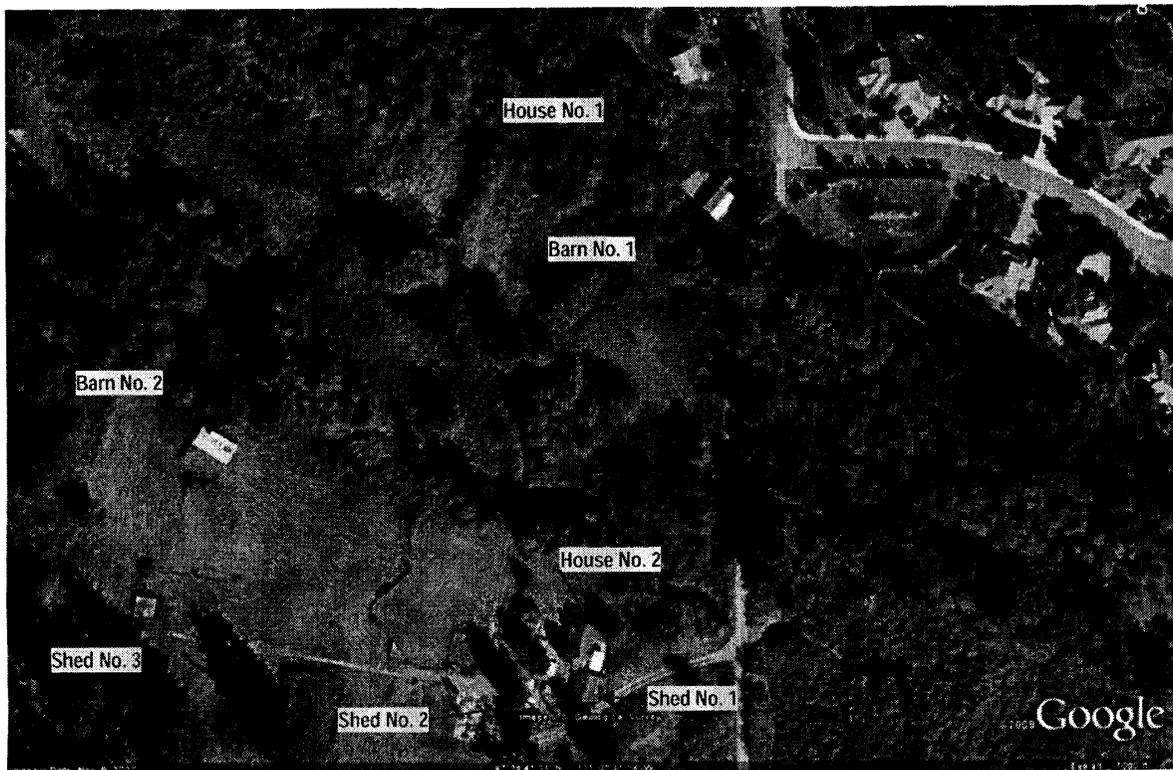
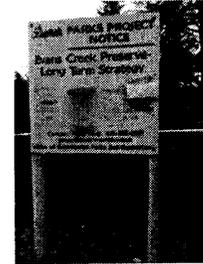


Figure 2- Building Structures To Be Inspected at Evans Creek Preserve.

Exhibit A: Technical Approach

EA understands that as part of Phase I construction at the Evans Creek Preserve, the existing two houses, two barns, and three sheds are scheduled for demolition in the spring of 2010. Prior to safe demolition of these seven building structures, a survey of asbestos, lead, and hazardous materials needs to be completed at these sites. This section provides a description of our technical approach for the SOW under the aforementioned four tasks.

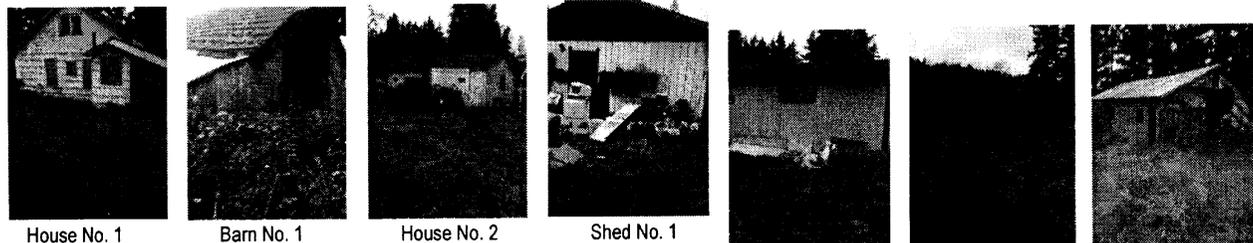


EA can typically mobilize onsite to begin inspection and testing within two business days of notice to proceed. We require this lead-time to properly schedule our licensed and certified personnel and to calibrate and prepare our field testing equipment. Due to the accessibility and the proximity of these seven building structures to one another, we anticipate completing our field work using a team of two inspectors in one site visit. We may need another site visit post inspection to confirm the quantity of ACMs. Resumes for our key staff, along with pertinent copies of certificates, are presented at the end of Exhibit A.

Task 1. Asbestos, Lead, and Hazardous Materials Survey

Current Federal and State environmental statutes require that certain potentially hazardous materials that may be affected by building renovation and/or demolition activities be identified and removed prior to conducting these activities. In the case of asbestos, U.S. Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulatory requirements contained in 40 CFR 61 and 29 CFR 1926.1101, respectively, require that ACM be identified, and that friable ACM be removed prior to conducting renovation or demolition activities that may affect these materials. This requirement also applies to non-friable ACM that may become friable as a result of demolition/renovation activities. Requirements for the identification and notification of the presence of LBP are found in 29 CFR 1926.62. Although LBP removal is not required prior to renovation/demolition, contractors working in areas in which LBP is present must be notified of its location and must take appropriate action to minimize its disturbance and protect workers. LBP-containing waste must also be sampled to determine appropriate disposal requirements.

Based on our 30 November 2009 site visit, the existing seven building structures at the Evans Creek Preserve were abandoned and deteriorated, as shown in photos below. Houses No. 1 and 2, as well as Sheds No. 1 and 2, are locked with boarded windows. Shed No. 3 and Barns No. 1 and 2 are open and accessible.



Asbestos Sampling

EA proposes collecting bulk samples of suspected ACM from interior and exterior building materials. The ACM inspection and sampling will be done by an AHERA certified inspector in accordance with the AHERA guidelines. The ACM survey will include identifying and assessing homogeneous areas of suspect ACM, and determining suspect ACM friability. EA will photo-document the overall condition of suspected ACM.s

All suspected ACM samples will be submitted to a local laboratory accredited by the National Institute of Science and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) and by the American Industrial Hygiene Association (AIHA). Analyses will be performed by Polarized Light Microscopy (PLM) in accordance with EPA Method

EPA/600/R-93/116 using positive stop methodology. Sample results from materials that indicate asbestos content of greater than one percent by PLM will be considered ACM.

The following assumptions were made for the inspection and sampling of suspected ACMs:

- Access to the locked houses and sheds will be provided to EA.
- The inspection will be conducted during normal business hours (8am-5pm).
- 40 bulk samples will be sufficient to determine the asbestos content of suspect ACM in all seven building structures.
- Inspectors will not enter areas deemed to be unsafe. However, any un-surveyed areas will be documented and identified in the *Asbestos, Lead, and Hazardous Materials Survey Report*.
- Electrical wiring will not be sampled.
- Intrusive sample locations will not be patched or repaired, as buildings are scheduled for demolition.
- PLM bulk samples with a turn-around time of five days will be sufficient to determine asbestos content of identified homogeneous areas of suspect ACM.
- All sample results will be conclusively positive or negative and no sample results will contain a "trace" or less than one percent asbestos content requiring further analysis by Transmission Electron Microscopy (TEM) methodology.
- AutoCAD drawings will not be provided as part of this survey.

Lead-Based Paint Sampling

EA proposes collecting paint chip samples from suspected LBP from interior and exterior painted surfaces. EA will inspect all suspected LBP applications on major building components (walls, ceiling, windows, doors, etc.) and any structural components in the interiors and exteriors of the seven building structures. Painted surface areas that appear to have a similar painting history and substrate will be grouped together as a homogeneous area for representative sampling. The paint chip samples will be collected by a Certified Lead Inspector, per Toxic Substance Control Act (TSCA) Section 402 (a)(1) and pursuant to 40 CFR Part 745.226. The condition of the LPB will be photo-documented for the *Asbestos, Lead, and Hazardous Materials Survey Report*. All suspected LBP samples will be submitted to a local laboratory accredited by the NVLAP and Washington State Department of Ecology (Ecology) for lead analysis using EPA Method 6010B.

The following assumptions were made for the inspection and sampling of suspected LBP:

- Access to the locked houses and sheds will be provided to EA.
- The inspection will be conducted during normal business hours (8am-5pm).
- 20 bulk samples will be sufficient to determine LBP materials in all seven building structures.
- Inspectors will not enter areas deemed to be unsafe. However, any un-surveyed areas will be documented and identified in the *Asbestos, Lead, and Hazardous Materials Survey Report*.
- Intrusive sample locations will not be patched or repaired, as buildings are scheduled for demolition.
- AutoCAD drawings will not be provided as part of this survey.

Hazardous Materials Surveying

EA proposes inspecting the inside and outside of the seven buildings for any miscellaneous chemicals, including but not limited to, refrigerants, paint cans and cleaning solvents that may be impacted by scheduled renovation activities. EA will then photo-document and compile an inventory of the observed chemicals. The inventory will include the approximate quantity of each chemical, along with the general location and condition. This information will be included in the *Asbestos, Lead, and Hazardous Materials Survey Report*.

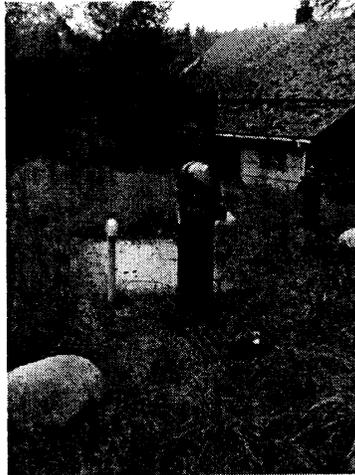
The following assumptions were made for the inspection of hazardous materials:

- Access to the locked houses and sheds will be provided to EA.
- The inspection will be conducted during normal business hours (8am-5pm).
- Any identified chemicals will be assumed hazardous and will not be handled by the inspection team.
- AutoCAD drawings will not be provided as part of this survey.

Task 2. Soil Sampling

According to the City's RFP, one soil sample should be collected "at the existing oil tank location at Building 2." For the purpose of this proposal, we have included the cost of collecting one soil sample at the existing oil tank and submitting it to a local laboratory accredited by NVLAP and Ecology for analysis, using the Ecology analytical method Northwest Total Petroleum Hydrocarbons, diesel-extended range (NWTPH-DX).

However, the exact location, size, and operational history of the oil tank are unknown at this time. During our initial site visit on 30 November 2009, we did not find any visual evidence of such an oil tank in the vicinity of Building 2 (House No. 2). Instead, we found a yellow vent pipe in the vicinity of Building 1 (House No. 1) that suggests the presence of an underground storage tank (UST) as shown in the photo below.



Yellow Vent Pipe Suggesting the Location of UST.

Prior to any soil sampling, EA will conduct records research to identify the exact location, size, and detail of the oil tank, if possible, with the help of and in coordination with the City.

More importantly, we need to caution the City that a single surface or subsurface sample will not provide meaningful information regarding the impact of the oil tank to the environment. Unless the oil tank is an aboveground storage tank (AST), a surface soil sample will not be appropriate. According to Ecology's WAC 173-360 regulations, a minimum of three soil samples must be collected from the sides and bottom of a UST excavation. Rather than collecting one soil sample at the site, EA recommends decommissioning the tank per Ecology's specific regulations. EA will be happy to provide a separate cost estimate for the City of Sammamish to properly decommission the oil tank at the site, as we have a certified Washington State AST/UST Site Assessor on staff.

Task 3. Asbestos, Lead, and Hazardous Materials Survey Report

This task includes preparing and submitting one draft and one final report to:

- Summarize the findings of the hazardous materials, ACM, and LBP surveys.
- Present the results of sampling, including copies of the laboratory results.
- Estimate the quantities of any visible ACMs.
- Estimate the removal costs for visible ACMs.
- Identify the locations of LBP.

The Draft *Asbestos, Lead, and Hazardous Materials Survey Report* can be delivered to the City of Sammamish within five business days of receiving analytical results (typically three to five days after sample submission). We have assumed 30 calendar days for the City to review and provide technical comments on the Draft *Asbestos, Lead, and Hazardous Materials Survey Report*. EA will then incorporate the comments and deliver the Final *Asbestos, Lead, and Hazardous Materials Survey Report*.

Report to the City within five business days. We anticipate minor comment and corrections, as the SOW and our deliverables are well defined in this proposal. We consider minor comments as any comments that take less than two hours to address.

In compliance with Federal guidelines to reduce paper, our document deliverables will be submitted to the City electronically in PDF format, unless hardcopies are specifically requested.

Task 4. ACM Removal Specification Plan

This task includes preparing and submitting one draft and one final *ACM Removal Specification Plan* to outline the proper removal and disposal of ACMs, should there be any ACM found after completion of Task 1. The Draft *ACM Removal Specification Plan* can be delivered to the City within 15 business days of the submittal of the Final *Asbestos, Lead, and Hazardous Materials Survey Report* to the City at the conclusion of Task 3. We have assumed 30 calendar days for the City to review and provide technical comments on the Draft *ACM Removal Specification Plan*. EA will then incorporate the comments and deliver the Final *ACM Removal Specification Plan* to the City within five business days. We anticipate minor comment and corrections, as the SOW and our deliverables are well defined in this proposal. We consider minor comments as any comments that take less than two hours to address.

In compliance with Federal guidelines to reduce paper, our document deliverables will be submitted to the City electronically in PDF format, unless hardcopies are specifically requested.

Disclaimer

It must be clearly noted prior to signing EA's *Consulting Services Contract* that the conclusions reached by EA under this project will be based on existing information and specific studies and analyses that were agreed upon to be conducted.

Based on these limitations, EA, using its professional judgment, will determine whether or not there is significant likelihood of environmental issues with respect to hazardous materials at the subject property(s). No assurance will be made regarding areas of the site or buildings which were not accessible or which were obscured from plain view during the field inspection, or that were not included in the scope of this inspection. EA cannot warrant that there are no toxic or hazardous materials or contamination, nor can EA accept any liability if such are found at some future time or could have been found if additional sampling or more comprehensive studies were conducted at the property(s).

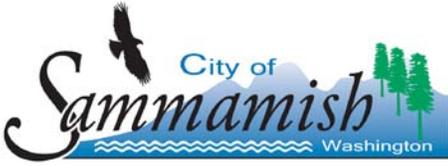
In view of the rapidly changing status of environmental regulations and laws, EA cannot be responsible for changes in regulations or laws which occur after this study has been completed and which may affect the subject property.

Key Staff Resumes and Certifications

We have assigned Toraj Ghofrani, as Project Manager and Point of Contact with the City. Toraj has more than 19 years experience in environmental consulting and is very familiar with the City as well as the regulatory community in Washington. We have also assigned Mark Blinstrub and Kristina Beaulieu to this project. Both Mark and Kristina are experienced inspectors in the State of Washington and between the two of them they exceed all required ACM, LBP, and AST/UST inspector certifications. Following this section, we have included the resumes of these key staff, focusing on relevant projects, and we have also included the key certifications required for this project.

Firm Fixed Price Detail and Assumptions for ACM, LBP, and Hazardous Material Survey at Evans Creek Preserve, Sammamish, Washington (EA Proposal No. 0740247)

Labor Description	Class Code	Task 1 ACM, LBP, Haz Material Survey		Omitted Task 2 Soil Sample at Oil Tank		Task 3 ACM, LBP, Haz Material Survey Report		Task 4 ACM Removal Specification Plan		Total Cost
		Unit Cost	Hours	Unit Cost	Hours	Unit Cost	Hours	Unit Cost	Hours	
Environmental Engineer - Sr (Project Manager)	SEEG	\$170.00	0.5	\$170.00		\$170.00	0.5	\$170.00	1	\$340.00
Certified Industrial Hygienist (Lab QA/QC ans Spec Review)	CIH	\$160.00	1	\$160.00		\$160.00		\$160.00	3	\$640.00
Env. Scientist-Mid (Inspector)	MES	\$92.00	7	\$92.00		\$92.00	24	\$92.00	16	\$4,324.00
Scientist/Biologist - Jr (Inspector)	JES	\$72.00	7	\$72.00		\$72.00	8	\$72.00	2	\$1,224.00
Clerical - Jr (Report Production)	CI	\$57.00		\$57.00		\$57.00	4	\$57.00	2	\$342.00
Subtotal Labor										\$6,870.00
Other Direct Costs (ODCs)										\$2,380.00
Laboratory ACM analysis by PLM		\$15.00	40	\$15.00		\$15.00		\$15.00		\$600.00
Laboratory LBP analysis by USEPA 6010B		\$30.00	20	\$30.00		\$30.00		\$30.00		\$600.00
Laboratory Oil analysis by Washington NWTPH-Dx		\$95.0		\$95.0		\$95.0		\$95.0		\$0.00
Vehicle daily		78.14	1	78.14		78.14		78.14		\$78.14
Fuel per mile		0.67	24	\$16.08		0.67		0.67		\$16.08
Digital camera daily		9.06	1	\$9.06		9.06		9.06		\$9.06
Filed instrument usage (Magnetometer and PID)		110.23		\$0.00		110.23		110.23		\$0.00
Field supplies (Hammer, Chisel, Utility Blade, Decon, PPE)		85.00	1	\$85.00		85.00		85.00		\$85.00
Subtotal Subs and ODC										\$1,388.28
Subtotal Labor and ODCs Per Task										\$2,781.28
Assumptions for all tasks:										\$0.00
<ul style="list-style-type: none"> Access to the locked houses and sheds will be provided to EA. The inspection will be conducted during normal business hours (8am-5pm), and up to two site visits. 40 bulk samples will be sufficient to determine the asbestos content of suspect ACM in all seven building structures. Inspectors will not enter areas deemed to be unsafe. However, any un-surveyed areas will be documented and identified in the Asbestos, Lead, and Hazardous Materials Survey Report. Electrical wiring will not be sampled. Intrusive sample locations will not be patched or repaired, as buildings are scheduled for demolition. PLM bulk samples with a turn-around time of five days will be sufficient to determine homogeneous areas of suspect ACM. All sample results will be conclusively positive or negative and no sample results will contain a "trace" or less than one percent asbestos content requiring further analysis by Transmission Electron Microscopy (TEM) methodology. AutoCAD drawings will not be provided as part of this survey. 20 bulk samples will be sufficient to determine LBP materials in all seven building structures. Any identified chemicals will be assumed hazardous and will not be handled by the inspection team. Reports will include a Draft and a Final in PDF format, only. 										\$69.41
										\$8,400
										\$2,380.00
										\$8,258.28
										\$3,097.00
										\$2,380.00
										\$69.41
										\$8,400
										\$8,258.28
										\$3,097.00
										\$2,380.00
										\$69.41
										\$8,400
										\$8,258.28



CITY COUNCIL AGENDA BILL

Subject:

Contract: 2010 Citywide Traffic Counts Program

Meeting Date: February 16, 2010**Date Submitted:** February 12, 2010**Originating Department:** Public Works**Action Required:**

Authorize the City Manager to execute a professional service Contract Agreement with Trafficcount Inc to conduct 2010 citywide traffic count services.

Clearances:

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

Exhibits:

- 1) Executed Agreement for Services including: Agreement "Exhibit A" – Scope of Services and Agreement "Exhibit D" – Cost Estimate

Budgeted Amount: The money for this work is budgeted in the Transportation Capital Improvement Fund under the CIP Management System (340-120-544-40-41-00) line item. This fund has \$15,000 in the approved 2010 adjusted budget.

Summary Statement:

The Public Works Department desires to enter into a professional service contract with Trafficcount Inc. to conduct a citywide traffic count program. This program includes conducting Turning Movement Counts at 17 intersections during both AM and PM peak hours (34 counts). This program also includes conducting 7-day Average Daily Traffic counts at 38 locations.

Background:

The City is currently in the process of updating the City's Traffic Model and the Sammamish Comprehensive Plan. The traffic data that is collected from the citywide traffic count program will be used for the analysis of updating City's Traffic Models, intersection improvement projects, traffic studies, grant funding applications, and planning of various capital improvement projects. The City has not done a comprehensive citywide traffic count since 2006. If approved by the City Council, the traffic counting will take place at the end of February/beginning of March. The timing of the traffic counting effort is scheduled so that it can be completed before the start of the East Lake Sammamish Phase 1B construction work as well as before work begins on the roundabout construction at the 244th Avenue NE/NE 8th Street intersection as a part of the 244th Avenue project. The counts will also be performed after both the Lake Washington and Issaquah School Districts have completed their mid-winter breaks.

Financial Impact:

The total amount for this contract is not to exceed \$12,000. The currently identified traffic count locations are estimated to cost \$9,110. The remaining \$2,890 is allocated for currently unidentified locations where data is necessary to support various capital project needs. This money will be authorized on a case by case location. This amount is covered within the existing Council approved 2009-2010 budget amount of \$15,000 for CIP Management System.

Recommended Motion:

Move to authorize the City Manager to execute a contract agreement with Trafficcount Inc for an amount not to exceed \$12,000 for Professional Services in association with conducting a citywide traffic count program as outlined in the attached Scope of Services and cost proposal.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: _____ **Trafficount, Inc.** _____

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and ___Trafficount, Inc___, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$12,000

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

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

Notices to the Consultant shall be sent to the following address:

Company Name Trafficount, Inc.
Contact Name Nichol Lindsay
Street Address PO Box 2508
City, State Zip Olympia, WA 98507
Phone Number 360-491-8116
Email trafficount@msn.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Nichol Lindsay

Title: City Manager

Title: President

Date: _____

Date: 2-9-10

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICE

Conduct 2010 City of Sammamish Citywide Traffic Count Program at the locations as follows.

Turning movement count (TMC) locations (both AM and PM peak hour counts):

- East Lake Sammamish Pkwy/Inglewood Hill Rd
- East Lake Sammamish Pkwy/Louis Thompson Rd
- East Lake Sammamish Pkwy/SE 24th St
- 228th Ave NE/NE 8th St
- 228th Ave SE/SE 8th St
- 228th Ave SE/SE 4th St
- Inglewood Hill Rd/216th Ave NE (Roundabout)
- Sahalee Way/NE 28th Pl/223rd Ave NE (AM peak is from 7-9 AM)
- Sahalee Way/NE 37th Way (AM peak is from 7-9 AM)
- Trossach Blvd SE/Duthie Hill Rd
- Duthie Hill Rd/Issaquah-Beaver Lake Rd
- Issaquah-Beaver Lake Rd/SE Beaver Lake Way
- 244th Ave SE/SE Windsor Blvd
- 244th Ave SE/E Main Dr
- 244th Ave NE/NE 8th St
- 212th Ave SE/SE 20th St

Total TMC count locations: 17 intersections

ADT count locations (7 day tube counts)

- 1) East Lake Sammamish Pkwy NE N/O NE 33rd Pl (@ about Weber Point)
- 2) Sahalee Way NE S/O NE 50th Street
- 3) 244th Avenue NE S/O SR 202
- 4) East Lake Sammamish Pkwy SE S/O SE 8th Street
- 5) 212th Avenue SE S/O SE 8th Street
- 6) 228th Avenue SE S/O SE 10th Street
- 7) East Lake Sammamish Pkwy SE S/O 212th Avenue SE
- 8) 228th Avenue SE S/O SE 32nd Street
- 9) Issaquah Pine Lake Rd N/O SE 32nd Way
- 10) 244th Avenue SE N/O SE 32nd Street
- 11) 256th Ave SE N/O Issaquah Beaver Lk Rd
- 12) SE Duthie Hill Road E/O Issaquah Beaver Lk Rd
- 13) East Lake Sammamish Pkwy SE S/O SE 43rd Street
- 14) Issaquah Fall City Rd S/O Issaquah Pine Lake Rd
- 15) Issaquah Pine Lake Rd S/O Klahanie Blvd SE
- 16) Trossachs Blvd SE N/O SE Duthie Hill Road
- 17) East Lake Sammamish Pkwy S/O Inglewood Hill Rd

- 18) East Lake Sammamish Pkwy N/O NE 18th Place
- 19) East Lake Sammamish Pkwy S/O SE 32nd St
- 20) Inglewood Hill Rd E/O E Lake Sammamish Pkwy
- 21) NE 8th St E/O 228th Ave NE
- 22) 228th Ave NE N/O NE 8th St
- 23) 228th Ave NE S/O NE 8th St
- 24) 228th Ave SE S/O SE 8th St
- 25) 212th Ave SE S/O SE 20th St
- 26) 228th Ave SE S/O Issaquah Pine Lk Rd
- 27) SE 20th St W/O 228th Ave SE
- 28) SE 28th St E/O 218th Ave SE (South Pine Lake Route)
- 29) SE 8th St E/O 228th Ave SE
- 30) SE 24th St E/O Audubon Pk Blvd
- 31) 244th Ave SE N/O SE Windsor Blvd
- 32) E Main Dr E/O 244th Ave SE
- 33) 244th Ave NE N/O NE 8th St
- 34) NE 8th St W/O 244th Ave NE
- 35) South Pine Lake Route W/O Issaquah Pine Lake Rd
- 36) West Beaver Lk Dr SE S/O SE 18th Place
- 37) 205th Place NE S/O NE 37th Way
- 38) SE 4th St W/O 228th Ave SE

Total ADT count locations: 38 locations

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 91-2087543

Social Security No.:

Print Name: Nichol Lindsay

Title: President

Business Name: Trafficount, Inc.

Business Address: PO Box 2508, Olympia, WA 98502

Business Phone: 360-491-8116

29 10 Date

Nichol Lindsay Authorized Signature (Required)

EXHIBIT D – COST ESTIMATE

Trafficount, Inc.
P.O. Box 2508
Olympia, WA 98507
360-491-8116
360-491-1079 Fax

Steven:

Following are costs to conduct 2010 City of Sammamish count program:

1. Two-hour Turning Movement Counts, AM and PM at 17 intersections. Thirty-four (34) counts at \$145.00 each for a total of \$4,930.00.
Note: We increased per count prices in 2008 to \$155.00 per count, but will conduct this program at a discounted price due to high number of locations.
2. Seven-day Tube Counts at thirty (38) locations. Cost to conduct all locations, volume only, simultaneously is \$4,180.00.
3. Any other counts that are needed will be charged as follows:
Two-hour Turning Movement counts, AM or PM will be an additional \$145.00. Seven-day ADT (tube) counts will be an additional \$110.00 per location.

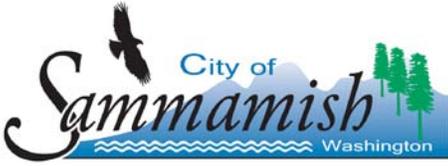
Total Cost - \$9,110.00

Cost may change if scope of work changes.

If additional data processing is required to format data in Excel Spreadsheets, an hourly rate of \$25.00 will be charged. Estimate ten (10) hours would be required.

Please advise if a formal proposal needs to be attached with independent contract.

Thank you,
Nichol Lindsay
Officer



CITY COUNCIL AGENDA BILL

Subject: Public Hearing/First Reading Amending
Wireless Communication Facilities (WCF) SMC
21A.55

Meeting Date: February 16, 2010

Date Submitted: February 10, 2010

Originating Department: Community Development

Clearances:

Action Required: No action. First reading and opening of public hearing.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Draft WCF Ordinance
2. Planning Commission Memo

Budgeted Amount:

Summary Statement: In coordination with the city attorney's office staff have been working to revise the Wireless Communication Facilities ordinance to codify existing emergency ordinances and to address housekeeping issues, grammatical errors, and changes in technology. The ordinance reviewed and received by the Planning Commission reflects these changes. During their review process, the Planning Commission also directed staff to address growing concerns over visual impacts. The Commission expressed specific concern about the possibility of another WCF constructed on a light standard, similar to that of the one recently built in the Trossachs subdivision. Thus, the proposed WCF ordinance prohibits new WCF's within the city right-of-way (ROW) from utilizing light standards as defined.

Since the planning commission review, this version of the amended draft WCF ordinance was also edited by staff to improve clarity and organization.

Background: The City has had numerous emergency ordinances since the original wireless communication ordinance was written in July 2005 including the following:

- March 2004: Wireless in ROW Ordinance
- June 2005: Comprehensive WCF Ordinance
- Dec. 2007: 1st Emergency Ordinance (*collocation*)
- Nov. 2008: 2nd Emergency Ordinance (*exempting public emergency facilities*)
- April 2009: 3rd Emergency Ordinance (*exempting public emergency facilities*)
- May 2009: 4th Emergency Ordinance (*collocation/public ROW*)
- Nov. 2009: 5th Emergency Ordinance (*collocation/public ROW*)

Financial Impact: None.

Recommended Motion: First Reading. Open public hearing and continue public hearing to the March 2nd City Council meeting.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2010-__

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, RELATING TO SITING OF WIRELESS COMMUNICATION FACILITIES; REPEALING AND RE-ENACTING CHAPTER 21A.55 SMC; IMPLEMENTING PROVISIONS PREVIOUSLY ENACTED PURSUANT TO A DECLARATION OF EMERGENCY; AMENDING AND ADDING NEW DEFINITIONS TO CHAPTER 21A.15 SMC; REPEALING SECTION 13.01.010 SMC RELATING TO UNDERGROUNDING OF WIRELESS COMMUNICATION FACILITIES EQUIPMENT; —PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, the City has previously adopted emergency Ordinance Number 2009-268 for the purpose of establishing interim regulations amending the siting hierarchy standards to give equal priority to collocation on existing poles or structures; and

WHEREAS, the City has previously adopted emergency Ordinance No. 2008-239 (amended pursuant to 2009-254) for the purpose establishing interim regulations to allow an exemption for installation of emergency communications and warning systems in the event of state, local, or national emergencies or disasters; and

WHEREAS, the foregoing interim regulations were put in place to allow for more permanent revisions to SMC Chapter 21A.55 and Chapter 21A.15 to be prepared for public review and consideration by the Planning Commission and City Council; and

WHEREAS, the Planning Commission has reviewed and recommended amendments to the WCF to implement the interim regulations as provided herein, and further, to amend the existing siting hierarchy standards to give higher priority to location on high voltage electrical transmission towers; to allow attachment of concealed base station equipment to antenna support structures in the public rights of way; to allow and provide for installation and erection of temporary wireless communications facilities necessary in the event of an emergency or for

repairs; and, to prohibit use of light poles and light standards in the public right of way as antenna support structures; and

WHEREAS, the City Council of the City of Sammamish finds that there is a need for revised regulations related to wireless communication facilities to assure adequate wireless services within the City, to minimize the number of new support structures and associated aesthetic impacts, and to guide the location and appearance of necessary infrastructure; and

WHEREAS, the proposed amendments are consistent with, and serve to implement, the City's adopted Comprehensive Plan; and

WHEREAS, the prohibition upon use of light poles within the public right of way as antenna support structures is intended to create uniformity in appearance and function of light poles, especially with regard to ornamental light poles to which such facilities cannot be easily attached in a manner that maintains the appearance of the light pole; to minimize interference with maintenance of and access to light poles and light fixtures; and to protect the public health, safety and welfare; and

WHEREAS, SMC 13.01.010 (Wireless Communication Facility, Vaults), which requires all equipment associated with a wireless communication facility in the public right of way to be located underground, is inconsistent with the preferred design requirements of SMC Sections 21A.55.070 and 21A.55.090, which allow such equipment to be located above ground if shielded from public view or concealed; and

WHEREAS, the proposed amendments are consistent with the recommendations of the wireless facilities master plan; and

WHEREAS, an Environmental Checklist for a non-project action has been prepared under the State Environmental Policy Act (RCW Chapter 43.21.C), pursuant to Washington Administrative Code Chapter 197-11, and a Determination of Non-Significance ("DNS") was issued; and

WHEREAS, the Planning Commission held public meetings related to the amendments on September 3, 2009, November 3, 2009, December 3, 2009 and December 17, 2009; and

WHEREAS, the City Council held a first reading of the ordinance proposing adoption of the amendments and a public hearing on the proposed amendments on February 16 2010 and March 2, 2010; and

WHEREAS, the City Council finds that the amendments will allow for the appropriate development of wireless facilities within the City and are in the public interest;

NOW, THEREFORE, the City Council of the City of Sammamish, Washington, do ordain as follows:

Section 1. Section 21A.15.227 (Concealed WCF) Amended. Section 21A.15.227 of the Sammamish Municipal Code is hereby amended (amendments shown in legislative revision marks) to read as follows:

21A.15.227 Concealed WCF.

“Concealed WCF,” sometimes referred to as a stealth or camouflaged facility, means the antenna or antenna array, antenna support structure, base station, and feed lines are not readily identifiable as such, and ~~is~~are designed to be aesthetically compatible with existing and proposed building(s) and uses on a site. Examples of concealed attached facilities~~y~~ies include, but are not limited to, the following: painted antenna and feed lines to match the color of a building or structure, faux windows, dormers or other architectural features that blend with an existing or proposed building or structure. Examples of concealed antenna support structures that can have a secondary, obvious function ~~which may be include~~, but are not limited to, the following: church steeples, windmills, bell towers, clock towers, cupolas, light standards, utility poles, flagpoles with or without ~~a~~ flags or trees.

Section 2. New Section Added to Chapter 21A.15 SMC. A new section is added to Chapter 21A.55 of the Sammamish Municipal Code to be known and referred to as Section 21A.15.596 (High Voltage Electrical Transmission Tower), to read as follows:

21A.15.596 High Voltage Electrical Transmission Tower.

“High Voltage Electrical Transmission Tower” means a structure that is designed and constructed primarily for the purpose of overhead support of high voltage transmission lines. For purposes of this term, high voltage transmission lines shall generally mean and refer to a 68 kV or greater electric transmission line.

Section 3. New Section Added to Chapter 21A.15 SMC. A new section is added to Chapter 21A.15 of the Sammamish Municipal Code to be known and referred to as Section 21A.15.1276 (Temporary WCF), to read as follows:

21A.15.1276 Temporary WCF.

“Temporary WCF” shall mean a WCF that is designed for temporary use and is installed or erected, (a) in the event of a public emergency to provide emergency communications by public officials, or (b) at the site of an existing permanent WCF for only so long as is necessary, but in no event longer than 90 days, to provide signal coverage during repair, maintenance, or re-construction of such permanent WCF, or during a power outage.

Section 4. Repeal and Reenactment of Chapter 21A.55 SMC. Chapter 21A.55 of the Sammamish Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

21A.55.010 Purpose.

The purpose of this chapter is to:

- (1) Establish clear regulations for the siting and design of wireless communication facilities consistent with federal regulations;
- (2) Promote the health, safety, and general welfare of the public by regulating the siting of WCFs;
- (3) Minimize impacts of WCFs on surrounding areas by establishing standards for location, structural integrity, and compatibility;
- (4) Encourage the location and collocation of wireless communication equipment on existing structures;
- (5) Minimize visual, aesthetic, public safety, and environmental and wildlife effects;
- (6) Accommodate the growing need and demand for wireless communication services;
- (7) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless services or to prohibit or have the effect of prohibiting personal wireless services;
- (8) Encourage orderly development in a preferred hierarchy using concealed technologies; and
- (9) Assure WCF development is consistent with the City's wireless master plan.

21A.55.020 Applicability.

- (1) If a conflict arises between this chapter and the provisions of another chapter regarding wireless communication facilities, this chapter shall govern.
- (2) Facilities regulated by this chapter include the construction, modification, and placement of all WCFs, FCC-regulated amateur radio antennas, dish antennas, and any antennas used for multichannel multipoint distribution service (MMDS) or wireless cable, and wireless service facilities (i.e., cellular phone service, PCS – personal communication services, wireless paging services, wireless Internet services, etc.). Wireless services shall be subject to the following regulations to the extent that such requirements (a) do not unreasonably discriminate among providers of functionally equivalent services; and (b) do not

have the effect of prohibiting personal wireless services within the City of Sammamish.

21A.55.030 Exemptions.

The following are exempt from the provisions of this chapter:

(1) Amateur radio antenna operated by a federally licensed amateur radio operator as part of the amateur or business radio service;

(2) Citizen band or two-way radio antenna including any mast;

(3) Satellite earth stations (satellite dish) that are one meter (39.37 inches) or less in diameter in all residential districts and two meters or less in all other zoning districts and which are not greater than 20 feet above grade in residential districts and 35 feet above grade in all other zoning districts;

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

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

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

(67) Antenna modifications, provided:

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

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

and

(8) Temporary WCF.**21A.55.040 Permit required.**

The following table summarizes the type of proposal and required land use approvals. All proposals are subject to the siting hierarchy requirements of this chapter.

Concealed Attached WCF	Consolidation of WCFs	Concealed Collocation	Flush- or Nonflush-Mounted Antenna on Existing Antenna Support Structure	Concealed Antenna Support Structure	Combined on Existing WCF
P1 C	C	P1 C	P1 C	C	P1 C

P – Permitted Use: The use is allowed subject to the requirements of the code.

C – Conditional Use Permit: The use is allowed subject to the conditional use review procedures and requirements of the code.

Notes:

1. If the proposal does not extend the height by more than 40 feet and it is demonstrated the proposal is consistent with any previous relevant approval conditions.

21A.55.050 Application requirements.

In addition to any information required for CUP and/or building permit review, an application for new WCFs or modifications to WCFs that require City approval shall provide the following information:

(1) A site plan showing existing and proposed WCFs, access, base station, ancillary structures, warning signs, fencing, landscaping and any other items necessary to illustrate compliance with the development standards of this chapter;

(2) Except as provided below, a~~A~~ stamped statement by a state of Washington registered professional engineer that the support structure shall comply with EIA/TIA-222-~~F~~Revision G, published by the American National Standards Institute (as amended), allowable wind speed for the applicable zone in which the facility is located, and describing the general structural capacity of any proposed WCF(s), including;

- (a) The number and type of antennas that can be accommodated;
- (b) The basis for the calculation of capacity; and

- (c) A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards.

The foregoing requirements are not applicable when the support structure is a utility pole or high voltage electrical transmission tower;

(3) A report by the applicant that includes a description of the proposed WCF, including height above grade, materials, color, lighting, and information demonstrating compliance with SMC 21A.55.060, Siting hierarchy;

(4) Where a permit for an attachment or collocation is required, the application shall also include the following information:

- (a) The name and address of the operator(s) of proposed and existing antennas on the site;
- (b) The height of any proposed antennas;
- (c) Manufacture, type, and model of such antennas;
- (d) Frequency, modulation, and class of service; and
- (e) A description of the wireless communication service that the applicant intends to offer to provide, or is currently offering or providing within the City.

(5) A detailed visual simulation of the wireless communication facility shall be provided along with a written report from the applicant, including a map showing all locations where an unimpaired signal can be received for that facility;

(6) Approved WROWA= (Wireless Right of Way Use Agreement);

(7) Other information as the director of community development may reasonably require, including additional information specific to the City's wireless communication facilities master plan; and

(8) Fees for review as established by the City's most current fee resolution.

The director of community development may release an applicant from having to provide one or more of the pieces of information on this list upon a finding that in the specific case involved said information is not necessary to process or make a decision on the application being submitted.

21A.55.060 Siting Hierarchy.

Siting of antennas or support structures shall adhere to the siting hierarchy of this section. The order of ranking for antenna or antenna support structures, from highest to lowest, shall be ~~1a, 1b,~~ 2a, 2b, 2c, 2d, 2e, 3a, 3b, 3c, 3d, ~~3e,~~ and 4a, 4b, 4c, 4d, 4e and 5. Where a lower ranking alternative is proposed, the applicant must file relevant information including but not limited to an affidavit by a licensed radio frequency engineer demonstrating that despite diligent efforts to adhere to the established hierarchy within the geographic search area, higher ranking options are not technically feasible or justified given the location of the proposed wireless communications facility and network need.

Example:

A new WCF is proposed; the applicant demonstrates that the new facility cannot be sited under hierarchy ~~1a through 1b~~. The applicant then demonstrates the new facility cannot be sited under hierarchy 2a through ~~2d~~2e. The applicant then moves to hierarchy 3 and is able to propose a site.

Hierarchy:

(1) Concealed WCF that is an attached WCF; provided that it is attached to an existing antenna support structure within City-classified arterial rights-of-way or attached to a high voltage electrical transmission tower, or collocation of WCF with existing WCF provided that the collocation either:

- ~~— (a) requires no increase in pole or structure height; or~~
- ~~— (b) requires an increase in pole or structure height which increase complies with Section 21.55.080, SMC~~

(2) New Concealed WCF:

- (a) Within City-classified arterial rights-of-way.
- (b) Within public parks, public open spaces, and on other publicly owned land.
- (c) Within other City street rights-of-way.
- (d) In any nonresidential zoning district.
- (e) In residential zoning districts on lots not used for single-family residential purposes.

(3) Concealed consolidation that is a consolidation of antenna support structures:

- (a) Within City-classified arterial rights-of-way.
- (b) Within public parks, public open spaces, and on other publicly owned land.
- (c) Within other City street rights-of-way.
- (d) In any nonresidential zoning district.
- ~~(e)~~ In residential zoning districts on lots not used for single-family residential purposes.

- (4) New concealed antenna support structure:
 - (a) Within City-classified arterial rights-of-way.
 - (b) Within public parks, public open spaces, and on other publicly owned land.
 - (c) Within other City street rights-of-way.
 - (d) In any nonresidential zoning district.
 - (e) In residential zoning districts on lots not used for single-family residential purposes.
- (5) Any other permitted or allowed location not falling within categories 1 through 4 when no reasonable alternative exists.

21A.55.070 Base station hierarchy.

Siting of base stations shall adhere to the siting hierarchy of this section. The order of ranking, from highest to lowest, shall be 1, 2, 3, and 4. Where a lower ranking alternative is proposed, the applicant must demonstrate that a higher ranking option is not technically feasible, or justified given the location or size of the proposed base station.

Hierarchy:

- (1) Underground or attached to the antenna support structure and concealed or shielded from public, if located within city rights-of-way.
- (2) Within an existing building, provided the use of the building is not single-family residential.
- (3) On the roof of an existing building, provided the use of the building is not single-family residential.
- (4) Fenced and landscaped or inside a building constructed for housing the base station from a consolidated WCF.

21A.55.080 General requirements.

(1) Within public parks and public open spaces, the placement of antennas on existing structures, such as power poles, ~~light poles for streets and parking lots,~~ light standards for recreational fields and antenna support structures, is the preferred option subject to the approval of the property owner. If an existing structure cannot accommodate an antenna due to structural deficiency, or does not have the height required to provide adequate signal coverage, the structure may be replaced with a new structure, provided the new structure:

- (a) ~~The new structure will~~ Will serve the original purpose;

- (b) Does not exceed the original height by 40 feet or the maximum height allowed by this chapter. Any height increase in excess of 40 feet will require a conditional use permit; and
 - (c) Meets all the requirements of this chapter.
- (2) Concealed attached antennas shall comply with the following requirements:
- (a) Concealed antennas shall reflect the visual characteristics of the structure to which they are attached and shall be designed to architecturally match the facade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. This shall include the use of colors and materials, as appropriate. When located on structures such as buildings or water towers, the placement of the antennas on the structure shall reflect the following order of priority in order to minimize visual impact:
 - (i) A location as close as possible to the center of the structure; and
 - (ii) Along the outer edges or side-mounted; provided, that in this instance, additional means such as screens should be considered and may be required by the department on a case-by-case basis; and
 - (iii) When located on the outer edge or side-mounted, be placed on the portion of the structure less likely to be seen from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways; and
 - (b) Notwithstanding the height limit of the underlying zone, the top of the concealed attached WCF shall not be more than 20 feet above an existing or proposed nonresidential building or structure, or more than 15 feet above a residential building or structure; and
 - (c) Feed lines shall be contained within a principal building or encased and the encasement painted to blend and match the design, color, and texture of the facade, roof, wall, or structure to which they are affixed.
- (3) Concealed antenna support structures shall comply with the following requirements:

- (a) Upon application for a conditional use permit or a building permit for a new concealed antenna support structure, whichever is required first, the applicant shall provide a map showing all existing antenna support structures or other suitable nonresidential structures located within one-quarter mile of the proposed structure with consideration given to engineering and structural requirements.
- (b) No new antenna support structure shall be permitted if an existing structure suitable for attachment of an antenna or collocation is located within one-quarter mile, unless the applicant demonstrates that the existing structure is physically or technologically unfeasible, or is not made available for sale or lease by the owner, or is not made available at a market rate cost, or would result in greater visual impact. The burden of proof shall be on the applicant to show that a suitable structure for mounting of antenna or collocation cannot be reasonably or economically used in accordance with these criteria.
- (c) In residential districts, new concealed antenna support structures shall only be permitted on lots whose principal use is not single-family residential including, but not limited to: schools, churches, synagogues, fire stations, parks, and other public property.
- (d) To the extent that there is no conflict with the color and lighting requirements of the Federal Communications Commission and the Federal Aviation Administration for aircraft safety purposes, new antenna support structures shall be concealed as defined by this chapter and shall be configured and located in a manner to have the least visually obtrusive profile on the landscape and adjacent properties. New concealed antenna support structures shall be designed to complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, scale, color, and texture and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and materials, and alternative site placement to allow the use of topography, existing vegetation or other structures to screen the proposed concealed antenna support structure from adjacent lands containing, in descending order of priority: existing residences, public parks and open spaces, and public roadways.
- (e) At time of application the applicant shall file a letter with the department, agreeing to allow collocation on the tower. The agreement shall commit the applicant to provide, either at a market rate cost or at another cost basis agreeable to the affected parties,

the opportunity to collocate the antenna of other service providers on the applicant's proposed tower to the extent that such collocation is technically and structurally feasible for the affected parties.

- (f) All new concealed antenna support structures up to 60 feet in height shall be engineered and constructed to accommodate no less than two antenna arrays. All concealed antenna support structures between 61 feet and 100 feet shall be engineered and constructed to accommodate no less than three antenna arrays. All concealed antenna support structures between 101 and 140 feet shall be engineered and constructed to accommodate no less than four antenna arrays.
- (g) Grading shall be minimized and limited only to the area necessary for the new WCF.

(4) Consolidation of WCFs shall comply with the following requirements: Consolidation of two or more existing WCFs may be permitted pursuant to the provisions of this chapter including a CUP and consideration of the following:

- (a) WCF consolidation shall reduce the number of WCFs;
- (b) If a consolidation involves the removal of WCFs from two or more different sites and if a consolidated WCF is to be erected on one of those sites, it shall be erected on the site that provides for the greatest compliance with the standards of this chapter;
- (c) Consolidated WCFs shall be concealed;
- (d) All existing base station and ancillary equipment shall be brought into compliance with this chapter;
- (e) ~~A New~~ WCFs approved for consolidation ~~of~~ with an existing WCF shall not be required to meet new setback standards so long as the new WCF and its base station and ancillary structures are no closer to any property lines or dwelling units ~~as~~ than the WCF and its base station and ancillary structures being consolidated. For example, if a new WCF is replacing an old one, the new one is allowed to have the same setbacks as the WCF being removed, even if the old one had nonconforming setbacks;
- (f) If the consolidated WCF cannot meet the setback requirements, it shall be located on the portion of the parcel on which it is situated which, ~~giving consideration to the following~~ provides the optimum

practical setback from adjacent properties, giving consideration to the following:

- (i) Topography and dimensions of the site; and
- (ii) Location of any existing structures to be retained.

(5) Collocated or combined facilities shall comply with the following requirements:

- (a) Collocation of antennas onto existing antenna support structures meeting the dimensional standards of this chapter are permitted outright. Antenna mounts shall be flush-mounted onto existing antenna support structures, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area. Furthermore, an antenna shall not extend vertically above the uppermost portion of the structure to which it is mounted or attached, as follows:
 - (i) Not more than 20 feet on a nonresidential structure; and
 - (ii) Not more than 15 feet on a residential structure~~;~~
- (b) Collocation of antennas onto a new antenna support structure constructed after the effective date of the ordinance codified in this chapter shall be concealed~~;~~
- (c) At the time of installation, the WCF base station and ancillary structures shall be brought into compliance with any applicable landscaping requirements~~;~~
- (d) A collocated or combined WCF, its new base station, and any new ancillary structures shall be subject to the setbacks of the underlying zoning district~~;~~ and
- (e) When a collocated or combined WCF is to be located on a nonconforming building or structure, then it will be subject to Chapter 21A.70 SMC.

21A.55.090 Design standards.

- (1) All WCFs shall:
 - (a) Be designed and constructed to present the least visually obtrusive profile~~;~~

- (b) Use colors such as grey, blue, or green that reduce visual impacts unless otherwise required by the City of Sammamish, the FAA, or the FCC; and
- (c) Flush-mount antennas when feasible. Four non-flush-mounted antennas are allowed only upon written demonstration by the applicant that flush-mounting is not feasible.

(2) Base Stations.

- (a) Base stations and ancillary structures shall be subject to the setbacks of the underlying zoning district.
- (b) Base stations that are not located underground shall not be visible from public views. Base stations attached to the antenna support structure shall be concealed or shielded from public view. New base stations and ancillary structures shall be designed to complement or match adjacent structures and landscapes, and; the antenna support structure, with Specific design considerations such as architectural designs, height, scale, color, and texture should be and designed to blend with existing surroundings to the extent feasible. This shall be achieved through the use of compatible colors and building materials of existing buildings or structures on the property, and when the base stations are attached, the antenna support structure, and or alternative site placement to ~~allow the use~~ utilize of topography, existing vegetation or other structures to screen the base station and ancillary structures from pedestrian views. Where feasible, one building with multiple compartments shall be constructed to serve the total number of anticipated collocation tenants. If the applicant can demonstrate that one building is not feasible or practical due to site design or other constraints, then a master site plan shall be provided to demonstrate how all potential base stations and ancillary structures will be accommodated within the vicinity of the WCF.

(3) Height Standards. The height of the antenna support structure shall be measured from the natural undisturbed ground surface below the center of the base of the tower to the top of the tower or, if higher, to the top of the highest antenna or piece of equipment attached thereto. The height of any WCF shall not exceed the height provided in the table below.

Zone District(s)	Maximum Height of New Antenna Support Structures	Maximum Height of Consolidated Antenna Support Structures
------------------	--	---

CB, O	120'	140'
NB, R-1 – R-18	60'	80'

Note: Height limits in rights-of-way not zoned shall be 40 feet above existing utility ~~or light~~ poles.

(a) Increases to the height of an existing antenna support structure are permitted, provided:

- (i) ~~The increase~~ is consistent with all conditions of the CUP authorizing the use and subsequent approvals thereafter;
- (ii) The existing conditions and the proposed changes are not in violation of the SMC;
- (iii) ~~The increase~~ is necessary to accommodate an actual collocation of the antenna for additional service providers or to accommodate the current provider's antenna required to utilize new technology, provide a new service, or increase capacity;
- (iv) Height increases are limited to no more than 40 feet above the height of the existing antenna support structure unless explicitly allowed in the CUP; and
- (v) A nonconformance shall not be created or increased, except as otherwise provided by this chapter.
- ~~(vi) A detailed certification of compliance with the provisions of this section, prepared by a licensed professional engineer, is submitted and approved.~~

(4) Setback Requirements.

- (a) Antenna support structures outside of the right-of-way shall have a setback from property lines of 10 feet from any property line and 50 feet or one foot setback for every one foot in height from any residentially zoned property, whichever provides the greatest setback.
- (b) Base stations shall be subject to the setback requirements of the zone in which they are located.
- (c) The department shall consider the following criteria and give substantial consideration to on-site location and setback flexibility. ~~is~~ These are authorized when reviewing applications for new

antenna support structures and consolidations. The following shall be considered:

- (i) Whether existing trees and vegetation can be preserved in such a manner that would most effectively screen the proposed tower from residences on adjacent properties;
- (ii) Whether there are any natural landforms, such as hills or other topographic breaks, that can be utilized to screen the tower from adjacent residences; and
- (iii) Whether the applicant has utilized a tower design that reduces the silhouette of the portion of the tower extending above the height of surrounding trees.

(5) Landscaping and Fencing Requirements.

- (a) All ground-mounted base stations and ancillary structures shall be enclosed with an opaque fence. In all residential zones, or a facility abutting a residential zone, or in any zone when the base station and ancillary structures adjoin a public right-of-way, the fence shall be opaque and made of wood, brick, or masonry. In the NB, CB, or O zone, if a chain link fence is installed, slats shall be woven into the security fence. All fencing shall be subject to SMC 21A.30.190.
- (b) WCFs shall have perimeter landscaping as follows:
 - (i) In the NB, CB, or O zone, the base stations and ancillary structures shall be landscaped with eight feet of Type II landscaping pursuant to Chapter 21A.35 SMC along any lot line abutting a residential zone; and
 - (ii) In residential zones or abutting rights-of-way, the base station and ancillary structures shall be landscaped with 10 feet of Type I landscaping pursuant to Chapter 21A.35 SMC; and
 - (iii) When a fence is used to prevent access to a WCF or base station, any landscaping required shall be placed outside of the fence; and
 - (iv) Landscaping provisions may be modified in accordance with Chapter 21A.35 SMC.

(6) Lighting Standards. Except as specifically required by the FCC or FAA, WCFs shall not be illuminated, except lighting for security purposes that is compatible with the surrounding neighborhood.

Any lighting required by the FAA or FCC must be the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable to minimize the potential attraction to migratory birds. Dual lighting standards (white blinking light in daylight and red blinking light at dusk and nighttime) are required and strobe light standards are prohibited unless required. The lights shall be oriented so as not to project directly onto surrounding residential property, and be consistent with FAA and FCC requirements.

(7) Signage. Commercial messages shall not be displayed on any WCF. The only signage that is permitted upon an antenna support structure, base station, or fence shall be informational—and for the purpose of identifying the antenna support structure (such as ASR registration number), as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable).

If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the antenna support structure, signs located every 20 feet and attached to the fence or wall shall display in large, bold, high-contrast letters (minimum letter height of four inches) the following: HIGH VOLTAGE – DANGER.

(8) Sounds. Maximum permissible sound levels to intrude into the real property of another person from a ~~wireless communication facility~~ WCF shall not exceed 45 dB(A). In the case of maintenance, construction, and emergencies, these sound levels may be exceeded for short durations as required by the specific circumstance.

21A.55.100 Technical evaluation.

The City may retain the services of an independent technical expert such as a registered professional electrical engineer accredited by the state of Washington who holds a federal communications general radio telephone operator's license. The engineer will provide technical evaluation of permit applications for WCFs. The applicant shall pay all the costs of said review.

21A.55.110 Interference.

Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCFs, the following steps shall be taken:

(1) Upon notification by the City to WCF service providers potentially interfering with public safety communications equipment, the providers shall cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry – public safety “Best Practices Guide,” released by the FCC in February 2001, including the “Good Engineering Practices,” as may be amended or revised by the FCC from time to time.

(2) If any WCF owner fails to cooperate with the City in complying with the owner’s obligations under this section, or if the FCC makes a determination of radio frequency interference with the City public safety communications equipment, the owner who fails to cooperate and/or the owner of the WCF which caused the interference shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the jurisdiction to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the “Best Practices Guide” within 24 hours of the City’s notification.

21A.55.120 Cessation of use.

(1) Antennas shall be removed, at the owner’s expense, from WCFs ~~within~~ no more than 180 days after the antenna is no longer operational, unless the abandonment is associated with a consolidation, in which case the removal shall occur within 90 days of cessation of use.

(2) The whole WCF shall be removed, at the owner’s expense, within 180 days of the date the last antenna is removed.

(3) An owner wishing to extend the time for removal or reactivation shall submit a written request along with the appropriate documentation demonstrating the reason for such extension request. The City may extend the time for removal up to 90 additional days upon a showing of good cause with one additional 90-day extension. If the antenna support structure or antenna is not removed in a timely fashion, the City may give notice that it will contract for removal within 30 days following written notice to the owner. Thereafter, the City may cause removal of the antenna support structure with costs being borne by the current WCF owner or landowner.

(4) Upon removal of the WCF, base station, and ancillary structures, said area shall be returned to its natural state and topography, and vegetated consistent with the natural surroundings or consistent with the current use of the land at the time of removal. The cost of rehabilitation shall be borne by the current WCF owner or landowner.

Section 5. SMC 21A.55.130 (Light Poles) Adopted. Sammamish Municipal Code Section 21A.55.130 (Light Poles) is hereby adopted to read as follows:

21A.55.130 Light Poles.

Light poles and light standards located within the public rights of way are prohibited from use as an antenna support structure or for the attachment of an antenna or antenna array. For purposes of this prohibition, “light pole” shall mean and refer to a structure affixed to the ground, such as a pole, that has as its primary purpose the support of an overhead light fixture; and, “public rights of way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, any easement now or hereafter held by the City within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, excluding railroad rights-of-way.

Section 6. Repealer. Sammamish Municipal Code Section 13.01.010 (Wireless Communication Facility, Vaults) is hereby repealed in its entirety.

Section 7. 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 8. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2010.

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 10, 2010
Public Hearing: February 16, 2010
First Reading: February 16, 2010
Public Hearing:
Passed by the City Council:
Date of Publication:
Effective Date:



Planning Commission

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

MEMO

Date: February 10, 2010
To: The City Council
From: Tom Vance, Planning Commission Chair
RE: Proposed Wireless Communications Facilities, WCF Municipal Code (SMC) amendments

On behalf of the Planning Commission I'm pleased to forward our recommendations for proposed WCF code amendments to the City's Municipal Code. I am happy to attend the upcoming City Council session to discuss these recommendations further.

During our review process we completed four public meetings; September 3, 2009, November 3, 2009, December 3, 2009 and December 17, 2009. Our review involved feedback from the members of the Northwest Wireless Association, wireless communication facility applicants/industry representatives and one written public comment which was received during the planning commission hearing.

At our December 3, 2009 deliberation session on the proposed ordinance we recommended minor revisions based on our deliberations. The Commission recommends for adoption the proposed code changes which include the following:

- Adding Bonneville Power Administration, (BPA) tower to the top of the siting hierarchy;
- Clarifying the exemption for temporary/emergency facilities;
- Removing the engineering stamped statement for WCF facilities located on Puget Sound Energy poles or BPA towers;
- Citing the appropriate regulations for utility poles;
- Removing the requirement for detailed certification of compliance;
- Allowing the base station hierarchy to be attached equipment;
- Prohibiting WCF's on light pole/light standard within the ROW.

Again I am happy to provide more information or answer questions.



CITY COUNCIL AGENDA BILL

Subject: Public Hearing/First Reading of Ordinance regarding Public Facilities Code Amendments to Title 21A.15, 21A.20, and 21A.25.

Meeting Date: February 16, 2010

Date Submitted: February 10, 2010

Originating Department: Community Development

Clearances:

Action Required: Open Public Hearing and conduct first reading.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Ordinance amending the Sammamish Municipal Code with Attachment A (Code Corrections Title 21A).
2. Memorandum from the Planning Commission to the City Council, dated February 10, 2010.

Budgeted Amount: N/A

Background:

The Planning Commission completed five meetings on the proposed code amendments, October 15, 2009, November 5 and 19, 2009, with deliberations on the proposed amendments on December 3 and 10, 2009. The proposed amendments as submitted to the City Council will accomplish the following:

- Increasing the amount of allowed impervious surface in the R-1 zone for public facilities from 30% to 55 % impervious surface which is consistent with the R-4 zone.
- Exempt athletic field lighting from the height limits for public athletic field projects.

- Allow Farmer's Markets as a permitted accessory use on sites that have already been developed as parks or other public facilities. Farmer's Markets currently are required to obtain a temporary use permit.
- Revise and reduce the setbacks for structures on public parks and other public projects.
- Allow public offices, police facilities, courts and archives as a permitted accessory use on developed public sites and facilities.

Financial Impact: N/A.

Recommended Motion: First reading and public hearing. No action required.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2010-_____**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON AMENDING CHAPTERS 21A.15, 21A.20 AND
21A.25 OF THE SAMMAMISH MUNICIPAL CODE RELATING TO
PUBLIC FACILITIES**

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

WHEREAS, the City finds it in the interest of the City of Sammamish to amend the code to provide for the siting of public facilities and parks, increase the allowance for impervious surfaces on public sites, allow for placement of field lighting and to allow for Farmer's Markets as an accessory use on public sites, and make other minor revisions; and

WHEREAS, the Planning Commission considered the proposed ordinance that revises the Sammamish Municipal Code, Title 21A during their regular meetings on October 15, November 5 and 19 and December 3 and 10 2009; and

WHEREAS, the Department of Community Development sent the Washington State Department of Commerce copies of the proposed amendments and was granted expedited review on November 16, 2009, and was informed that the City was in compliance with RCW 36.70A; and

WHEREAS, an Environmental Checklist for the proposed amendments, a non-project action, was prepared pursuant to Washington Administrative Code Chapter 197-11 and City of Sammamish Municipal Code Chapter 20.15, and a Determination of Non-Significance (DNS) was issued on November 2, 2009 with the comment period ending on November 16, 2009; and

WHEREAS, the Planning Commission held a public hearings on November 5 and 19, 2009, to consider the proposed amendments to the Sammamish Municipal Code; and

WHEREAS, the Planning Commission, after due consideration, recommended amendments to Title 21A, Sections 21A.15, 21A.20 and 21A.25, of the Sammamish Municipal Code to the City Council; and

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

WHEREAS, after providing public notice, the City Council held a public hearing on February 16, 2010, to consider amending the Sammamish Municipal Code in accordance with the proposed amendments; and

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

SECTION 1. The proposed amendments to Title 21A are adopted as set forth in Exhibit A to this Ordinance

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF FEBRUARY 2010.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: February 10, 2010

Public Hearing: February 16, 2010
First Reading: February 16, 2010
Passed by the City Council:
Date of Publication:
Effective Date:

Attachment A-Public Facilities Code Amendments

21A.15.452. Farmer’s Market. Farmer’s Market means an outdoor market held in public spaces which allows farmers and other vendors to sell produce, and other locally produced products directly to the public.

21A.20.040 Recreation and cultural uses.

A. Table of Recreation/Cultural Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential		COMMERCIAL		
	Urban Residential		Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	PARK/RECREATION:					
*	Park	P 1	P1&10	P	P	P
*	Trails	P	P	P	P	P
*	Marina	C2	C2	P4	P	P
*	Sports Club(9)	C3	C3			
	AMUSEMENT/ENTERTAINMENT					
*	Theater				P5	P5
7833	Theater, drive-in			P2	P2	P2
793	Bowling center				P	
*	Golf facility	P6	P6			
7999	Amusement and recreation services	P7 C	P7 C		P	
	Cultural					
823	Library	P8 C	P8 C	P	P	P
841	Museum	P8 C	P8 C	P	P	P
842	Arboretum	P	P	P	P	P
*	Conference Center:	P8 C	P8 C	P		P

Attachment A-Public Facilities Code Amendments

B. Development Conditions.

1. The following conditions and limitations shall apply, where appropriate:
 - a. No stadiums on sites less than 10 acres;
 - b. Lighting for structures and fields shall be directed away from residential areas;
 - c. ~~Except as specifically noted herein, buildings or service yards shall maintain a minimum distance of 50 feet from property lines adjoining residential zones, except for structures in on-site recreation areas required in SMC 21A.30.140 and 21A.30.160.~~ Setback requirements for structures in these on-site required recreation areas shall be maintained pursuant to SMC 21A.25.030. **Buildings, service yards**, swing sets, sandboxes, playhouses, other playground equipment, basketball hoops, tennis courts, camping tents, temporary tent structures used for functions and gathering, and dumpsters, shall maintain a minimum distance of 20 feet from property lines adjoining residential zones **R1-8**.
2. Limited to day moorage. The marina shall not create a need for off-site public services beyond those already available prior to date of application.
3. Limited to recreation facilities subject to the following conditions and limitations:
 - a. The bulk and scale shall be compatible with residential or rural character of the area;
 - b. For sports clubs, the gross floor area shall not exceed 10,000 square feet unless the building is on the same site or adjacent to a site where a public facility is located or unless the building is a nonprofit facility located in the urban area; and
 - c. Use is limited to residents of a specified residential development or to sports clubs providing supervised instructional or athletic programs.
4. Limited to day moorage.
5. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.
6. Clubhouses, maintenance buildings and equipment storage areas, and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones.
7. Limited to a golf driving range as an accessory to golf courses.
8. Only as accessory to a park or in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter 21A.70 SMC.
9. Only for stand-alone sports clubs that are not part of a park. (Ord. O2005-171 § 2; Ord. O2003-132 § 11)

10. Park structures shall maintain a minimum distance of 10 feet from property lines adjoining multifamily zones R12 and R18.

Attachment A-Public Facilities Code Amendments

21A.20.060 Government land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

ZONE	Residential	COMMERCIAL		
	Urban Residential	Neighborhood Business	Community Business	Office

SIC #	Specific Land Use	R-1-R-8	R-12-R-18	NB	CB	O
	Government Services:					
*	Public agency or utility yard (25)	C25	C25	P	P	P
	Satellite public agency or utility yard	P26 C	P26 C	P	P	P
*	Public agency or utility office	P2 <u>P27</u>	P2 <u>P27</u> C	P	P	P
*	Public agency archives	<u>P27</u>	<u>P27</u>			P
921	Court	<u>P27</u>	<u>P27</u>	P3	P3	P
9221	Police Facility	P5 <u>P27</u>	P5 <u>P27</u>	P5	P	P
9224	Fire Facility-	C4	C4	P	P	P
*	Utility Facility	P22 C21	P22 C21	P	P	P
*	Commuter Parking Lot	C P14	C P14	P	P	P
*	Private storm water management facility	P6	P6	P6	P6	P6
*	Vector waste receiving facility	P14	P13	P23	P23	P23
*	<u>Farmers Market</u>	<u>P26,27</u>	<u>P26,27</u>	<u>P</u>	<u>P</u>	<u>P</u>
	BUSINESS SERVICES:					
	NO CHANGES TO THIS SECTION					
	ACCESSORY SERVICES					

Attachment A-Public Facilities Code Amendments

	NO CHANGES TO THIS SECTION					

B. Development Conditions.

1. Except SIC Industry No. 8732, Commercial economic, sociological, and educational research, see general business service/office.
2.
 - a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter 21A.70 SMC; or
 - b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.
3. Only as a re-use of a surplus nonresidential facility subject to Chapter 21A.70 SMC.
4.
 - a. All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - b. Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street;
 - c. No outdoor storage.
5. Limited to "storefront" police offices. Such offices shall not have:
 - a. Holding cells;
 - b. Suspect interview rooms (except in the NB zone); or
 - c. Long-term storage of stolen properties.
6. Private stormwater management facilities serving development proposals located on commercial zoned lands shall also be located on commercial lands, unless participating in an approved shared facility drainage plan. Such facilities serving development within an area designated "urban" in the King County comprehensive plan shall only be located in the urban area.
7. No outdoor storage of materials.
8. Limited to office uses.
9. Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
10. Limited to SIC Industry No. 4215, Courier services, except by air.
11. Accessory to an apartment development of at least 12 units, provided:
 - a. The gross floor area in self-service storage shall not exceed the total gross floor area of the apartment dwellings on the site;
 - b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;
 - c. The use of the facility shall be limited to dead storage of household goods;
 - d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
 - e. No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
 - f. No residential occupancy of the storage units;
 - g. No business activity other than the rental of storage units; and
 - h. A resident director shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

Attachment A-Public Facilities Code Amendments

- 12. No outdoor storage.
- 13. Only as an accessory use to a public agency or utility yard, or to a transfer station.
- 14. Limited to new commuter parking lots designed for 30 or fewer parking spaces or commuter parking lots located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting; provided, that the new or existing lot is adjacent to a designated arterial that has been improved to a standard acceptable to the department of transportation;
- 15. No tow-in lots for damaged, abandoned or otherwise impounded vehicles.
- 16. Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.
- 17. Limited to emergency medical evacuation sites in conjunction with police, fire or health service facilities.
- 18. Limited to private road ambulance services with no outside storage of vehicles.
- 19. Limited to two acres or less.
- 20. a. Utility yards only on sites with utility district offices; or
b. Public agency yards are limited to material storage for road maintenance facilities.
- 21. Limited to bulk gas storage tanks which pipe to individual residences but excluding liquefied natural gas storage tanks.
- 22. Excluding bulk gas storage tanks.
- 23. Vactor waste treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered structures), as well as enclosed buildings.
- 24. Provided:
 - a. Off-street required parking for a land use located in the urban area must be located in the urban area;
 - b. Off-street required parking for a land use located in the rural area must be located in the rural area; and
 - c. Off-street required parking must be located on a lot which would permit, either outright or through a land use permit approval process, the land use the off-street parking will serve.
- 25. Prior to issuing the notice of decision, the applicant shall hold a second neighborhood meeting consistent with the provisions of SMC 20.05.035.
- 26. Accessory to an existing publicly owned and improved site, ~~including but not limited to parks, and schools, and civic centers.~~

27. Accessory to an existing publicly owned and improved site, containing a school, city hall, or civic center. (Ord. O2005-170 § 1; Ord. O2003-132 § 11)

21A.25.030 Densities and Dimensions-Residential Zones.

A. Residential Zones.

Zones		Residential	Urban Residential			
Standards	R-1 (14)	R-4	R-6	R-8	R-12	R-18
Maximum Density	1 du/ac	4 du/ac (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac

Attachment A-Public Facilities Code Amendments

DU/Acre (12)						
Minimum Density ²				85%-(15)	80% +(15)	75%(15)
Minimum Lot Width	35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback	20 ft (6)	10 ft (7)	10 ft(7)	10 ft (8) (7)	10 ft (7)	10 ft (7)
Minimum Interior Setback (2 and 13)	5 ft (7)	5 ft	5 ft	5 ft	5 ft	5 ft
Base Height (16)	35 ft	35 ft	35 ft 45 ft (11)	35 ft 45 ft(11)	60 ft	60 ft 80 ft (11)
Maximum Impervious Surface: Percentage (4)	30% (9)	55%	70%	75%	85%	85%

1. Also see SMC 21A.25.060.
2. These standards may be modified under the provisions for zero lot line and townhouse developments.
3. Height limits may be increased when portions of the structure which exceed the base height limit provide one additional foot of street and interior setback for each foot above the base height limit, provided the maximum height may not exceed 75 feet. Netting or fencing and support structures for the netting or fencing used to contain golf balls in the operation of golf courses or golf driving ranges are exempt from the additional interior setback requirements; provided, that the maximum height shall not exceed 75 feet.
4. Applies to each individual lot. Impervious surface area standards for:
 - a. Regional uses shall be established at the time of permit review;
 - b. Nonresidential uses in residential zones shall comply with SMC 21A.25.130;
 - c. Individual lots in the R-4 through R-6 zones which are less than 9,076 square feet in area shall be subject to the applicable provisions of the nearest comparable R-6 or R-8 zone;
 - d. Lot may be increased beyond the total amount permitted in this chapter subject to approval of a conditional use permit.
5. Mobile home parks shall be allowed a base density of six dwelling units per acre.
6. The standards of the R-4 zone shall apply if a lot is less than 15,000 square feet in area.
7. At least 20 linear feet of driveway shall be provided between any garage, carport or other fenced parking area and the street property line. The linear distance shall be measured along the center line of the driveway from the access point to such garage, carport or fenced area to the street property line.
8. a. For developments consisting of three or more single-detached dwellings located on a single parcel, the setback shall be 10 feet along any property line abutting R-1 through R-8,

Attachment A-Public Facilities Code Amendments

except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet.

b. For townhouse and apartment development, the setback shall be 20 feet along any property line abutting R-1 through R-8, except for structures in on-site play areas required in SMC 21A.30.160, which shall have a setback of five feet, unless the townhouse or apartment development is adjacent to property upon which an existing townhouse or apartment development is located.

9. Lots smaller than one-half acre in area shall comply with standards of the nearest comparable R-4 through R-8 zone. For lots that are one-half acre in area or larger, the impervious surface area allowed shall be 10,000 square feet or 30 percent of the property, whichever is greater. On any lot over one acre in area, an additional five percent of the lot area may be used for buildings related to agricultural or forestry practices. For lots smaller than two acres but larger than one-half acre, an additional 10 percent of the lot area may be used for structures which are determined to be medically necessary, provided the applicant submits with the permit application a notarized affidavit, conforming with the requirements of SMC 21A.70.170 (1)(b). **Public projects shall be subject to the applicable impervious surface provisions of the R-4 zone.**

10. The base height to be used only for projects as follows:

a. In R-6 and R-8 zones, a building with a footprint built on slopes exceeding a 15 percent finished grade; and

b. In the R-18 zone using residential density incentives and transfer of density credits pursuant to this title.

11. Density applies only to dwelling units and not to sleeping units.

12. Vehicle access points from garages, carports or fenced parking areas shall be set back from the property line on which a joint use driveway is located to provide a straight line length of at least 26 feet as measured from the center line of the garage, carport or fenced parking area, from the access point to the opposite side of the joint use driveway.

13. All subdivisions and short subdivisions in the R-1 zone shall be required to be clustered away from critical areas or the axis of designated corridors such as urban separators or the wildlife habitat network to the extent possible and a permanent open space tract that includes at least 50 percent of the site shall be created. Open space tracts shall meet the provisions of SMC 21A.30.030.

14. See SMC 21A.25.090.

15. Subject to the increase in maximum height permitted pursuant to SMC 21A.85.070, preferred low impact development incentives, and SMC 21A.30.020. (Ord. O2009-249 § 1; Ord. O2008-236 § 1; Ord. O2004-143 § 1; Ord. O2003-132 § 12)

21A.25.200 Height – Exceptions to limits.

The following structures may be erected above the height limits of SMC 21A.25.030 through 21A.25.030:

(1) Roof structures housing or screening elevators, stairways, tanks, ventilating fans or similar equipment required for building operation and maintenance; and

(2) Fire or parapet walls, skylights, flagpoles, **public athletic field lighting**, chimneys, smokestacks, church steeples, crosses, spires, communication transmission and receiving structures, utility line towers and poles, and similar structures. (Ord. O2003-132 § 12)



Planning Commission

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

MEMO

Date: February 10, 2010
 To: The City Council
 From: Tom Vance, Planning Commission Chair
 RE: Proposed Public Facilities Municipal Code (SMC) amendments

Tom Vance

On behalf of the Planning Commission I'm pleased to forward our recommendations for proposed Public Facilities code amendments to the City's Municipal Code. I look forward to discussing these recommendations with you at an upcoming City Council session.

During our review process we completed five public meetings; October 15, November 5 and 19, with deliberations on December 3 and 10, 2009. Our review involved hearing testimony from one citizen who submitted written comments.

At our December 3 and 10, 2009, deliberation sessions on the proposed ordinance we recommended minor revisions based on our deliberations. The Commission recommends for adoption the proposed code changes including:

- Increasing the amount of allowed impervious surface in the R-1 zone from 30% to 55 % impervious surface consistent with the R-4 zone. The original proposal was that public projects be able to utilize the impervious surface allowance in the nearest R-4-through R-8 zone. We deleted the reference to the nearest R-4 through R-8 zones to limit the increase to that allowed in the R-4 zone.
- Exempting athletic field lighting from the height limits for public projects.
- Allowing Farmer's Markets, as an outright permitted accessory use on sites which have already been developed as public parks or facilities. They are required to obtain a temporary use under the existing code.
- Revising and reducing the setbacks for structures in parks and other public projects.
- Making public offices, police facilities, courts and archives an allowed accessory use on developed public sites and facilities.
- The Planning Commission recommends that a 2 year sunset provision be incorporated into the proposed ordinance.

Again I look forward to presenting our recommendation at an upcoming City Council session.



CITY COUNCIL AGENDA BILL

Subject: First Reading and Public Hearing
 “Administrative Adjustment of Setbacks” Code
 Amendments: Revisions to SMC 21A.25

Meeting Date: February 16, 2010

Date Submitted: February 10, 2010

Originating Department: Community Development

Clearances:

Action Required: First Reading and Public Hearing
 No action required.

City Manager **Police**
 Public Works **Fire**
 Building/Planning **Attorney**

Exhibits:

1. Ordinance
2. Code Amendment

Budgeted Amount: N/A

Background:

SMC 21A.25 governs setbacks for new development and the process to allow modifications to such setbacks. The proposed code amendment will allow additional flexibility for the Director of Community Development to administratively allow for adjustment of street and interior setbacks. This would allow properties to take advantage of the City’s recently adopted interior setbacks under certain criteria.

The proposed ordinance is administrative in nature, and is consequently exempt from SEPA review. The proposed ordinance has been transmitted to the Department of Commerce for expedited review.

Financial Impact: N/A

Recommended Motion: No Action required. First reading and Public Hearing.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2010 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, AMENDING CHAPTER 21A.25 (DEVELOPMENT STANDARDS – DENSITY AND DIMENSIONS), OF THE SAMMAMISH MUNICIPAL CODE

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

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

WHEREAS, development applications are reviewed for compliance with these regulations; and

WHEREAS, the City has found through experience that additional flexibility in applying required setbacks would improve development design and consistency; and

WHEREAS, the City Council adopted Ordinance O2009-249, which amended the Sammamish Municipal Code on January 20, 2009; the amendments included a reduction in interior setbacks; and

WHEREAS, private property owners and members of the development community are requesting that the City allow administrative adjustment of setbacks on a case-by-case basis; and

WHEREAS, the public process for the proposed amendments has provided for public participation opportunities and included presentation to the Sammamish City Council on February 16, 2010 and March 2, 2010; and

WHEREAS, the proposed ordinance is procedural in nature and is exempt from SEPA review and the Department of Commerce has granted expedited review of the proposed amendment; and

WHEREAS, the City Council considered the proposed amendments at a City Council public hearing conducted on March 2, 2010.

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

Section 1. Amendments to the Municipal Code. The municipal code amendments set forth in Attachment "A" to this ordinance are hereby adopted.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2010.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Public Hearing:

First Reading:

Public Hearing:
Passed by the City Council:
Date of Publication:
Effective Date:

SMC 21A.25.100 - Administrative Adjustment of Setbacks (*New Section*)

“Plain Text” is existing code language

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

“Underline Text” is code language that will be added

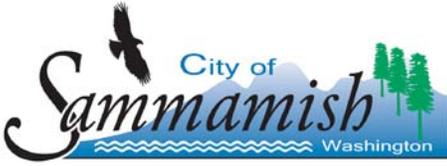
SMC 21A.25.100 – Administrative Adjustment of Setbacks

The purpose and intent of administrative adjustment of setbacks is to provide the flexibility to modify setbacks in all zoning districts at the administrative level. Administrative adjustment of setbacks may modify setbacks established in Chapter 21A.25 of the Sammamish Municipal Code, provided that such modification shall not affect setbacks or other requirements established elsewhere in Title 21A of the Sammamish Municipal Code. Approval shall be based on a determination that the adjustment is consistent with the purpose and intent of Title 21A SMC.

- (1) Process. Requests for administrative adjustment of setbacks shall be reviewed and approved concurrent with the related development application. The Director may approve or recommend approval to the Hearing Examiner on an administrative adjustment of standards based upon the factors listed in subsection (3) and as provided in subsection (4) below.
- (2) Review. The applicant shall have the burden of demonstrating that the administrative adjustment of setbacks is warranted, that the adjustment is consistent with the purpose and intent of Title 21A.SMC, and shall provide such documentation to support the request as may be required by the Director.
- (3) Criteria. In issuing an administrative adjustment of setbacks approval or recommendation, the director shall consider the following:
 - a. Any site specific characteristics or constraints affecting the subject property that may warrant the adjustment;
 - b. The consistency of the requested adjustment with other regulatory requirements governing the development application;
 - c. The consistency of the requested adjustment with the policy direction provided by the Sammamish Comprehensive Plan or other adopted policy documents;
 - d. Whether the adjustment of setbacks is compatible in scale and character with existing neighboring land uses;
 - e. Whether the adjustment of setbacks is consistent with the intent and character of the zoning district involved;
 - f. Impacts upon:
 - i. Adjacent Property Owner(s). The adjustment of setbacks shall not negatively impact the adjacent property owners through incompatible height, bulk, design, color or other features;
 - ii. Environmentally Critical Areas. The adjustment shall be consistent with the purpose and intent of the environmentally critical area regulations, and shall not negatively impact environmentally critical areas;
 - iii. Public Services. The adjustment of setbacks shall not negatively impact public services, including emergency access, access to right-of-way, dedicated tracts, or easements;
 - g. The required impervious surface area for the property shall not be exceeded;
 - h. Whether the adjustment allows for the placement of a building to be made on the lot to allow for the retention of an existing significant tree or trees.

Significant trees retained through this provision shall be considered protected trees and shall not be removed without replacement.

- i. The reductions shall accomplish one or more of the following goals:
 - i. Allows buildings to be sited in a manner which maximizes solar access;
 - ii. Allows zero lot line, semidetached (common wall construction) or other types of cluster development when allowed and in conformance with the provisions of this Code;
 - iii. Coordinates development with adjacent land uses and the physical features of the site;
 - iv. Allows the development proposal to comply with later adopted setback provisions; or
 - v. Allows development consistent with the scale and character of the existing neighborhood.
- (4) Adjustment of Setbacks.
 - a. Residential and commercial street setbacks established pursuant to SMC 21A.25 may be reduced by up to 30%;
 - b. Residential interior setbacks may be reduced to a minimum of 5 feet (where not otherwise authorized), eaves and projections may extend eighteen inches into setbacks, and provided that projections may not exceed a width of ten feet and are limited to two per facade;



CITY COUNCIL AGENDA BILL

Subject: Resolution Comprehensive Plan
Amendment Docket Request for Southeast Quadrant
Properties of the Town Center.

Meeting Date: February 16, 2010

Date Submitted: February 10, 2010

Originating Department: Community Development

Clearances:

Action Required: Council decision on docket
proposal.

City Manager

Police

Public Works

Fire

Building/Planning

Attorney

Exhibits:

1. Resolution
2. Southeast Quadrant Application for Docket
Request

Budgeted Amount:

Summary Statement: Property owners within the SE Quadrant of the Town Center have requested the city increase residential and commercial density of all the properties with the Sammamish Town Center from that in the adopted Town Center Master Plan. Specifically the applicant is requesting an increase of up to 300,000 square feet of commercial space within the Town Center A3 zone and selected adjacent B designations. In their application the applicants state that the other quadrants with the Town Center would also require a density increase to meet the demands of the anticipated market.

They request the higher densities to support pedestrian amenities and the highest and best use of the site.

The development capacity currently established for the Town Center is limited by potential environmental impacts and mitigation.

Background: Consistent with SMC 24.25.070, the Community Development Department solicited suggestions from the general public and city departments for potential amendments to the Sammamish Comprehensive Plan for the yearly amendment cycle. In addition to our annual update a larger update of the city's comprehensive plan is also required by the State to be accomplished every seven years. The next required updated due in the year 2011 maybe be extended. In preparation of the annual update and the seven year update staff would like to combine docketed requests from 2010 and process such requests during the seven year update.

Financial Impact: N/A

Recommended Motion: Council motion to approve or deny comprehensive plan docket request.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-__**

**A RESOLUTION OF THE SAMMAMISH CITY COUNCIL RELATED TO A
PROPOSED COMPREHENSIVE PLAN AMENDMENT DOCKET FOR THE
SAMMAMISH TOWN CENTER SOUTHEAST QUADRANT**

WHEREAS, the City adopted a Comprehensive Plan Ordinance 2003-130 in accordance with the provisions of RCW 36.70A.040; and

WHEREAS, the Sammamish Municipal Code, 24.15.040 and 24.25.030 establishes rules and procedures for amending the Comprehensive Plan including docketed changes proposed by private parties; and

WHEREAS, on June 2008 the City Council adopted the Sammamish Town Center Plan establishing zone-specific regulatory guidance for town center zones A-E; and

WHEREAS, during the month of September of each year the city accepts applications from citizens desiring to amend the city's comprehensive plan; and

WHEREAS, on September 24th 2009 the city received a comprehensive plan amendment application to increase the residential and commercial density of all the properties within the Sammamish Town Center from that adopted in the Town Center Plan; and

WHEREAS, the comprehensive plan amendment also requested that properties located with the southeast quadrant of town center be increased up to 300,000 square feet of commercial area allocations within the A3 and adjacent B zones; and

WHEREAS, the properties owners stated that such a request to the A3 and B zones would also require a "density increase" within the other quadrants of the Town Center to meet the demands of the anticipated market; and

WHEREAS, on December 8, 2009, the City Council received a staff summary memo of the 2010 Comprehensive Plan Amendment Docket Request highlighting the request of the southeast quadrant property owners; and

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

Section 1. Docket Decision. The Sammamish City Council (**agrees to add to the docket, or declines to add to the docket**) the proposed comprehensive plan amendment request.

Section 2. Conditions to Acceptance of the docket request. If accepted, the City Council hereby instructs the staff to process the request after the development regulations framework and zoning have first been developed and at the next appropriate time of the city's

comprehensive plan amendment process.

Section 3. Effective Date. This resolution is effective immediately upon adoption.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution 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.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 16st DAY OF February, 2010**

CITY OF SAMMAMISH

Mayor Don Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution Number



September 24, 2009

City of Sammamish, Community Development Department
 Attn: Kamuron Gurol, Community Development Director
 Attn: Michael Matthias, Town Center Project Manager
 801 228th Avenue SE
 Sammamish, WA 98075-9509

**RE: Comprehensive Plan Amendment *Criterion Compliance Document*
 for the Sammamish Town Center.**

Dear Mr. Gurol and Mr. Matthias,

Enclosed please find the following in support of the Sammamish Town Center Comprehensive Plan Amendment. As a part of our submittal, we are providing a *Criterion Compliance Document* addressing the following:

Criterion Compliance Document

1. Describe the proposed change.

Statement:

Generally the proposed change is to increase the residential and commercial density of all the properties (within the Sammamish Town Center) from that proposed by the City of Sammamish in the adopted Town Center Master Plan.

The properties located within the Southeast Quadrant of the Sammamish Town Center are requesting an increase up to 300,000 square feet of commercial within the A3 and B zones. The other quadrants within the Town Center would also require a density increase to meet the demands of the anticipated market.

Plans for development in the Southeast Sammamish Town Center (STC) area show that the properties contained therein are labeled A3, and B per the Sammamish Town Center Master Plan adopted by the City of Sammamish. The total acreage for areas A3 and B is approximately 26.25 acres, which includes 6.06 acres of future development lots not currently under study for the purposes of this comprehensive plan amendment. The portion under the A3 designation in the comprehensive plan is approximately 9.66 acres with a net buildable area of 9.39 acres when steep slopes are subtracted from the overall area. The area designated B includes the future development parcels, but since these are not under consideration for development under current proposal, the remaining portion of the area (10.53 acres) is used for calculations in this comprehensive plan amendment. Altogether the gross lot area is 20.19 acres; subtracting steep slopes in excess of 20% for development, wetlands and their buffers, the net buildable/design area is 15.03 acres. Please see attached King County Assessor's Parcel Map.

Based on page 28 of the Town Center Master Plan, the density calculations show that 235 dwelling units (DUs) are possible in the land under this study.

BCRA



This amounts to a density of 15.6 DU/Ac. For area A3, the minimum density desired is 20 DU/Ac, and B shows a maximum density of 20 DU/Ac.

Under a scenario designed by BCRA and presented with the requested comprehensive plan amendment, the density is shown as 18.6 DU per acre, with 280 DUs. While still less than the minimum and maximum threshold listed above in the existing comprehensive plan, it is higher than the current zoning of 1 DU per acre for single family residential. The 20 DU/Ac threshold would require a total of 301 units over the whole site.

Higher density in this study area makes sense for a tight grouping of pedestrian amenities, maximum use of the site, and how residential uses in higher densities support associated retail, commercial, and office uses as places of employment and shopping. A tight spatial organization of the site and its proximity to the city center would mean that pedestrian traffic is a priority driving design to reduce reliance on automobile use

2. Describe the anticipated impacts of the change, i.e., geographic area affected and issues presented.

Statement:

Under the adopted Town Center Plan, the designated planning area will change from its current suburban/rural character to an urban area featuring a range of housing densities and land use intensities during the next 25 years. With the change in intensity request of this proposal, the anticipated increase in population will be somewhat greater than originally designed but could be accommodated with planning. Providing additional opportunities of work and retail choices within this core will offset any increases by bringing origins and destinations closer together.

The impacts to the natural environment will be similar to what is expected with the adopted Town Center Plan. Most of these impacts can be minimized by managing surface water runoff, protecting wetlands, streams and buffers; employing site planning and development guidelines that regulate the form and character of new development; avoiding or buffering conflicting land uses; and making improvements to roadways and other city infrastructure. Conceptual Site Plans for the SE Quadrant shows that the designated Habitat Corridor network continues along the same route as the George Davis Creek, encompassing its riparian corridor, exiting the planning area and eventually joining the Ebright Creek riparian corridor. These Habitat corridors are set aside for preserving the connection between habitats and will be maintained through buffering and a site designed for their protection.

The creation of a more dense Town Center, would provide the City the opportunity to more comprehensively and efficiently mitigate many of the impacts associated with increased population and development throughout the City as a whole and reducing the effects of sprawl.

BCRA



3. Describe why the existing comprehensive plan guidance in effect or the existing criteria is not longer applicable.

Statement:

The vision of the City's Comprehensive Plan in part states, "The vision of Sammamish is a community of families. A blend of small-town atmosphere with suburban character, the City also enjoys a unique core of urban lifestyles and conveniences."

The City of Sammamish Town Center Sub-Area Plan DEIS pointed out that the Comprehensive Plan established a land use plan for Sammamish that reflects the City's vision statement for a small-town character and suburban style development, but with acknowledgement of community gathering areas in "centers." The Comprehensive Plan includes a goal to "establish the three designated community centers, including the existing centers at Inglewood Center and Pine Lake Village, and the planned City Hall/park project, to host a diversity of high quality places to live, work, shop and recreate" (LUG-2) Several policies were also established that further defined a process for planning a town center.

The existing comprehensive plan guidance and criteria are no longer applicable as the proposed modifications will actually provide for a higher density while actually decreasing the total number of residential units currently allowed under the existing City of Sammamish Comprehensive Plan and Town Center Sub-Area Plan.

Based on page 28 of the Town Center Master Plan, the density calculations show that 235 dwelling units (DUs) are possible in the land under this study. This amounts to a density of 15.6 DU/Ac. For area A3, the minimum density desired is 20 DU/Ac, and B shows a maximum density of 20 DU/Ac.

Under a scenario designed by BCRA and presented with the requested comprehensive plan amendment, the density is shown as 18.6 DU per acre, with 280 DUs. While still less than the minimum and maximum threshold listed above in the existing comprehensive plan, it is higher than the current zoning of 1 DU per acre for single family residential. The 20 DU/Ac threshold would require a total of 301 units over the whole site.

Higher density in this study area makes sense for a tight grouping of pedestrian amenities, maximum use of the site, and how residential uses in higher densities support associated retail, commercial, and office uses as places of employment and shopping. A tight spatial organization of the site and its proximity to the city center would mean that pedestrian traffic is a priority driving design to reduce reliance on automobile use.

For the Commercial component, with the previous moratorium imposed on development, the trend numbers have been skewed as the City has historically been overlooked by the development community who, instead, have chosen to

BCRA



focus on surrounding areas such as Redmond and Issaquah. Few statistics, if any, are important to point out within Sammamish's commercial markets.

In the April 6, 2009, Gardner Johnson Sammamish Town Center Development Feasibility & Market Analysis, it was determined that the commercial allocations remain below what would represent the Center's total potential yield given their estimates and projections based on Puget Sound Regional Council long range forecasts.

4. Describe how the amendment complies with GMA goals/requirements.

Statement:

The following Planning Goals within the Growth Management Act (GMA) in RCW 36.70A.020 would be fulfilled by the proposed modification to the City of Sammamish Comprehensive Plan Amendment.

- 1) **Urban growth.** Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

The proposed Comprehensive Plan Amendment encourages development in an urban area already defined as one of the designated "community centers" within the City of Sammamish Comprehensive Plan. Infill development promotes smart growth as the existing utilities and public facilities may be utilized in a more localized area. Any additional services required may be provided in an efficient manner due to the close proximity of essential services and the existing urban fabric and streetscapes of the downtown.

- 2) **Reduce sprawl.** Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

The proposed modification will help reduce sprawl from the outlying rural areas and neighborhoods into the designated City of Sammamish Town Center (community center) promoting infill. Much of the land would be converted into mixed-use development that will not only accommodate for the needs of the existing local residents by adding a retail/commercial element, but will also add residential density to the neighborhood. This helps create more jobs for the community members, reduce sprawl, and creates more housing opportunities for the changing demographics of the Sammamish Plateau, while bringing new business to the area and creating linkages to the existing commercial and retail areas.

- 3) **Transportation.** Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

The City of Sammamish Town Center Sub-Area Plan DEIS denotes the proposed development is located along King County Metro public transit routes.



There are currently three routes that provide service along 228th Avenue SE and as a result would service the Town Center and will reinforce and encourage multimodal transportation within and outside the City of Sammamish.

Route 216
Route 269
Route 927

In addition to these three routes, two Park & Ride lots are located within the City. The first is located at the Sammamish Hills Lutheran Church, and the South Sammamish Park & Ride is located at the intersection of 228th Avenue SE and Issaquah-Pine Lake Road.

- 4) **Housing.** Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

The Land Use Element of the City of Sammamish Comprehensive Plan provides for land uses reflective of the City's vision statement for a small-town character, suburban residential style development, but with acknowledgement of community gathering areas in "centers" and attention to environmental characteristics (City of Sammamish, 2003a). Distinguishing characteristics and policies established in the Comprehensive Plan include:

- *Preservation of the character and development patterns in existing single-family neighborhoods through R-4 and R-6 zoning;*
- *Protection of the high rank order and functions of environmentally sensitive areas through policies, development regulations, and through R-1 zoning as appropriate;*
- *Targeting future commercial growth and mixed use development to three designated community centers, the Inglewood and Pine Lake Centers, and the Sammamish Commons;*
- *Development of a City Hall and City Park project as a designated Community Center, in accordance with an approved master plan, known as the Sammamish Commons; and*
- *Establishment of locally determined level of service standards for transportation, a priority list of capital improvements, revised mitigation fees and concurrency requirements, and direction to execute interlocal agreements with neighboring jurisdictions to relieve bottlenecks affecting access to and from the community.*

The Comprehensive Plan calls for the three designated community centers (Inglewood, Pine Lake Village, and Sammamish Commons) to host a diversity of high-quality places to live, work, shop and recreate. The



Comprehensive Plan also calls for a sub-area planning process for the area now known as the Town Center.

The Town Center Sub-Area Plan is intended to implement the Comprehensive Plan by addressing the population and land use designations that will be allocated within Sammamish's Town Center. The Sub-Area Plan will address the specific issues and features of a limited geographic area, and provide more detailed policies and implementation strategies that are tailored to the Town Center.

The Sub-Area Plan is intended to implement specific policies identified in the Comprehensive Plan such as planned urban densities and land uses, identification and protection of critical areas, and provision of adequate capital facilities and services. In addition, it provides planning level guidance for future public and private investments within the Town Center.

- 5) **Economic development.** Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services and public facilities.

The proposed Comprehensive Plan amendment and subsequent development is consistent with the vision, goals and policies of the City of Sammamish Comprehensive Plan in these areas. The development will create and promote economic opportunity for new businesses within the Sammamish Plateau area as it will provide commercial and retail space for these businesses.

- 6) **Property rights.** Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

Not applicable. Private property is not being taken for public use. At a point in the future, areas designated as public roads and rights-of-way will be dedicated to the City.

- 7) **Permits.** Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

Agreed. We have full confidence that the City of Sammamish will process permits in a timely and fair manner.



- 8) **Natural resource industries.** Maintain and enhance natural resource-base industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

The proposed development of the subject land does not interfere with the maintenance or enhancement of natural resource-base industries. No forest lands, fisheries, timber production or agriculture should be affected by the proposed development of the subject land.

- 9) **Open space and recreation.** Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

The proposed development of the subject land will increase the residential density of the neighborhood thus creating increased opportunities for more City residents to access proposed on-site enhancements. No existing open space or natural resources will be decreased or eliminated.

A Village Commons and Community Nature Trails are currently proposed to enhance the recreational opportunities and increase access to natural resource lands and water. Bio-swales and native plantings are proposed to help filter runoff and to enhance the wetland habitat on-site.

- 10) **Environment.** Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

The proposed development will increase the quality of life to the area by creating usable spaces, connection between uses and walk-able, desirable streetscapes in an area that currently does not make these provisions. For example, by encouraging density in the urban core, there will be less demand on public infrastructure and a reduction in vehicle trips, thus enhancing air and water quality.

- 11) **Citizen participation and coordination.** Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

As a part of the ongoing process, with the adoption of the EIS and the Master Plan, numerous rounds of Planning Commission and City Council hearings, with many optional public charettes and forums, have already taken place. With this proposed Comprehensive Plan Amendment, public involvement at the Planning Commission and City Council level will occur.

- 12) **Public facilities and services.** Ensure that those public facilities and services necessary to support development shall be adequate to serve



the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

The proposed development is currently a non-project action. When applying for project specific entitlement and permitting in the future, the project should be required to go through an availability, entitlement, and permitting process to ensure that the public facilities and services necessary to support development shall be adequate to serve the proposed uses at the time the completed project is available for occupancy and use without decreasing current service levels below locally established standards.

- 13) **Historic Preservation.** Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

The proposed development is not anticipated to have any historical or archaeological significance.

5. Describe how the amendment complies with the Sammamish vision statement.

Statement:

The vision statement recognizes that the Town Center, as the "heart of the City," will accommodate a "unique core of urban lifestyles and experiences." Future development within the Town Center area would offer a range of commercial, residential, recreational, and cultural activities intended to efficiently serve Sammamish residents.

Urban setting. The changes proposed to the Town Center are on the whole in line with and exemplifies the City of Sammamish's vision statement for the Town Center. The proposal will create more dense development, while preserving and enhancing the topography and natural assets of the habitat corridor and preserving scenic views. Increasing the density will also provide the possibility to expand on the range of commercial and personal services, potentially creating more of a mix of cultures and housing types for Sammamish's residents, while ensuring at the least a basic compliance with the Vision statement.

Development of professional and business services-oriented office space presents a significant opportunity for economic development in Sammamish. According to the 2000 Census over half of the workers in Sammamish are employed in management, professional and related occupations. These factors present a strong opportunity to create a distinctive niche of business office development not currently met within the plateau region. Currently, the City of Sammamish is a bedroom community with a very low jobs-to-housing ratio of 0.3. Nearby cities of Redmond and Woodinville have much higher jobs-to-housing ratios of 3.6 and 3.3 respectively. Increasing the opportunities for work

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within the center will increase the city's jobs-to-housing ratio and the economic vibrancy of the City of Sammamish.

Natural setting. The Conceptual Site Plan for the SE Quadrant provides a design that incorporates the natural resources and sensitive site characteristics as amenities through landscaping, water resources and community nature trails as natural features. This plan has a hierarchy of interconnected public and private open spaces, from the formal commons area to the more private commons within townhouse areas and to the nature trails that meander through the natural open spaces and native vegetation.

Furthermore, studies have shown that suggest that creating mixed-use development and achieving jobs-housing balance is one of the most important ways land use planning can contribute to reducing motorized travel, thereby creating a more sustainable environment. Fewer car trips and less time spent in cars means reducing fossil fuel consumption, a reduction in our carbon footprint and reduced roads maintenance.

6. What are the effects of the change on the current functional plans/capital improvement programs?

Statement:

The proposed increase in overall density will not effect the capital improvements directly in that there will be no changes to already planned improvements. The proposed increase in density will, however, bring more revenue to the City and thereby bring more funds to support the future growth and carry out the City's Goals and Objectives. In the City of Sammamish's 2009/2010 Budget in Brief, adjustments had been made to reflect the current poor economic conditions and to position the city for the future. These adjustments include delaying the timing of capital projects by phasing several projects out over a longer period of time. This allows the city to continue their "pay as we go" financial funding policy. However, Phase II of Sammamish Commons as well as several other parks, street overlay and sidewalk investments are still moving forward as planned. Also, as the Town Center is developed, the property tax for the parcels with a greater density will increase as well, bringing in even more tax revenue and increasing the city's tax base.

7. Describe the necessary implementation steps and alternatives to the proposed change.

Statement:

Since 2006, the City of Sammamish has been going through a very extensive development and review process as the Town Center Plan has been developed. That process is still on-going and the City has indicated that they are open to revisions in the Plan as the process continues, while the best scenarios for development become more concrete. A public forum on the Draft Zoning and Development Regulations is scheduled for September 24, 2009. The purpose of the Public Forum will be to present information on these draft regulations and answer any questions. In October the Planning Commission will be holding



Public Hearings on these draft regulations. There will be several opportunities over the course of the remaining process for public input.

8. Describe how the change implements/supports the goals of the comprehensive plan.

Statement:

The Comprehensive Plan includes a goal to “establish the three designated community centers, including the existing centers at Inglewood Center and Pine Lake Village, and the planned City Hall/park project, to host a diversity of high quality places to live, work, shop, and recreate” (LUG-2)

LUP-1.1 *The City shall encourage development that creates and maintains a safe, healthy and diverse residential community. The City should contain diverse affordable housing, reasonable employment opportunities, and should protect the natural environment and significant cultural resources.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing development that maintains a safe, healthy and diverse residential community

LUP-2.1 *The City shall designate on the Comprehensive Plan Land Use Map three community centers to be known as the Inglewood Center, the Pine Lake Center, and the Sammamish Commons.*

a. *The Sammamish Commons shall consist of parcels currently owned by the City of Sammamish, or abutting parcels subsequently purchased by the City, in the vicinity of the intersection of SE 8th and 228th Ave SE, as depicted in Figure III-2, for the site of the City Hall and a community park.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan as being one of the three community centers designated on the Comprehensive Plan Land Use Map.

LUP-2.2 *The City should plan for compact and diverse community centers that are consistent with the community vision, and respectful of surrounding neighborhoods and the capacity of natural systems.*

a. *The City should actively involve the community in the preparation of the sub-area plans for the Inglewood and Pine Lake Centers and a Master Plan for the Sammamish Commons as designated in Figure III-2.*



- b. *The City shall prepare and formally adopt for implementation a Master Plan to guide the development of the Sammamish Commons, as designated in Figure III-2. This Master Plan may include provisions for a City Hall, related community facilities such as a library and/or community center, and a public park. Limited commercial activities supportive of the public functions in the commons may be permitted.*

- c. *Following adoption of the Sammamish Commons Master Plan, the City shall initiate a sub-area planning process for properties in the vicinity of 228th Avenue that may be affected by the Sammamish Commons. This sub-area plan may include potential zoning changes or other recommendations to promote more compatible land uses and to minimize potential adverse impacts on adjoining properties.*
 1. *The Planning Commission shall recommend, for City Council review and approval, final boundaries for the sub-area.*
 2. *The general boundaries for the sub-area plan shall include NE 4th At on the north, SE 10th St to the south, the unimproved right-of-way for 232nd Ave to the east, and 218th St extended to the west.*
 3. *In establishing the final boundaries, whole parcels and multiple parcels in common ownership shall be included in the sub-area.*
 4. *Sub-area planning shall focus on undeveloped and underdeveloped parcels within the final boundaries.*
 5. *Sub-area planning shall respect the integrity of fully developed single-family residential neighborhoods, and give consideration to landscaping and/or buffer requirements between single-family residential neighborhoods, recreational uses and mixed use/commercial development.*
 6. *The sub-area planning process shall include opportunities for public participation and comment.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing development that embraces compact and diverse community centers that are consistent with the community vision and respectful of surrounding neighborhoods and the capacity of natural systems



LUP-2.4 *The City should promote design of the three designated community center environments based upon a human scale to encourage attractive street fronts and other connecting walkways that accommodate pedestrians as the first priority, while accommodating vehicular movement.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing community center environments based upon a human scale to encourage attractive street fronts and other connecting walkways that accommodate pedestrians as the first priority, while accommodating vehicular movement.

LUP-3.10 *The design, scale, and allowable uses within the three designated community centers shall be strictly regulated in accordance with approved sub-area or master plans to ensure compatibility with the surrounding neighborhood. Development should vary with the type and intensity of the abutting neighborhood in which it is located.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by ensuring compatibility with the surrounding neighborhood with varying type and intensity of the abutting neighborhood.

LUP-3.12 *The City shall adopt design standards and development regulations to ensure that future mixed-use developments are designed in a manner and at a scale that is consistent with the character of the respective zoning classifications. In doing so, the Planning Commission shall evaluate mixed-use developments and standards from other communities and may recommend revisions to permitted residential densities appropriate for the City of Sammamish. The total impacts of such development should not exceed impacts of each use individually.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by ensuring that future mixed-use developments are designed in a manner and at a scale that is consistent with the character of the respective zoning classifications. With the data and information provided within this Comprehensive Plan Amendment submittal packet, the Planning Commission may recommend revisions to permitted residential densities appropriate for the City of Sammamish.



GOAL

LUG-5: *Promote community-gathering places that encourage the interaction of people.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by promoting community-gathering places that encourage the interaction of people.

GOAL

LUG-6: *Promote development design that encourages attractive, functional, and distinctive environments which reinforce a sense of community.*

LUP-6.1 *Development standards for non-residential uses should create a consistent and compatible pattern of development. Development standards should address issues, including, but not limited to: floor area ratios, lot dimensions, building setbacks and height, impervious surface limitations, access, and parking configurations.*

LUP-6.7 *Building and site design should encourage personal safety by:*

- a. *Making criminal access more difficult (referred to as reducing penetrability),*
- b. *Using site planning techniques to give all users more control over the space adjacent to their buildings (increased territoriality),*
- c. *Providing clear and direct lines of sight to increase the perception of security.*
- d. *Increasing opportunities for neighbors and those passing by to keep an eye on nearby activities (improved surveillance) reducing "unclaimed" areas, i.e. spaces within a development that are not clearly public or private (reduced ambiguity),*
- e. *Incorporating pedestrian-oriented lighting into neighborhoods, streets and other public places, and*
- f. *Using design and construction approaches that reduce vandalism. These principles should also be incorporated into design standards.*

LUP-6.9 *Design standards should include provisions to guide site design such as placement of buildings in relation to parking and the street, location of supporting service and mechanical equipment, integration of surface water facilities, etc.*



- LUP-6.11 *Building design should contribute to the uniqueness of the three designated community centers and distinct neighborhoods of the City with predominant materials, elements, features, color range, and activity areas tailored specifically to the site and its context. In the case of a multiple building development, each individual building shall include predominant characteristics shared by all buildings in the development so that the development forms a cohesive place within the designated community center and distinct neighborhoods of the City.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by promoting development design that encourages attractive, functional, and distinctive environments which reinforce a sense of community.

- LUP-7.1 *Clustered development should be encouraged rather than strip development. Nonresidential development should be compact, allow for walking between uses and be located at an intersection of arterials or be bounded by arterials or other boundaries, such as topography, that would discourage development in long narrow strips. Non-residential uses should be designed so that impacts on adjacent uses will not pressure adjacent uses to convert to non-residential uses.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by encouraging clustered development allowing for walking between uses. Non-residential uses should not pressure adjacent uses to convert to non-residential uses.

- LUP-7.6 *High density multi-family housing should be located close to arterials served by public transit and within walking distance of commercial activities, parks and recreational facilities. Zoning changes to accommodate additional multi-family development should only occur when it can be demonstrated that conditions have changed since the original multifamily classification boundaries were determined, and there is a demonstrated community need.*

As previously mentioned, for the Commercial component, with the previous moratorium imposed on development, the trend numbers have been skewed as the City has historically been overlooked by the development community who, instead, have chosen to focus on surrounding areas such as Redmond and Issaquah. Few statistics, if any, are important to point out within Sammamish's commercial markets.



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In the April 6, 2009, Gardner Johnson Sammamish Town Center Development Feasibility & Market Analysis, it was determined that the commercial allocations remain below what would represent the Center's total potential yield given their estimates and projections based on Puget Sound Regional Council long range forecasts.

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing high-density multi-family housing close to arterials served by public transit and within walking distance of commercial activities, parks, and recreational facilities. Zoning changes should be allowed to occur based on the changing conditions from the original multi-family classification boundaries previously determined.

LUP-8.6 *To maintain the current business base, and allow for additional business consistent with the adopted land use pattern, the City should maintain accurate and up-to-date capital facility plans for transportation, surface water, and parks.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by maintaining the current business base, and allowing for additional business consistent with the adopted land use pattern.

LUP-8.11 *The City should cooperate in efforts to establish regional economic diversification and development goals, strategies, and actions. Participation should be encouraged by other jurisdictions, labor, education, environment, and business interests.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by cooperating with the City to establish regional economic diversification and development goals, strategies, and actions.

LUP-9.2 *Site characteristics that enhance community character, including clusters of existing trees, watercourses, historic features and similar assets should be preserved through sensitive site planning. Clustering may be used to protect these areas incorporating recreation areas and open space.*

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the

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City of Sammamish Comprehensive Plan and the Town Center Master Plan by working with the site characteristics to enhance the community character, including clusters of existing trees, watercourses, historic features, and similar assets through sensitive site planning.

LUP-10.1 Clustering of existing trees and native vegetation should be incorporated into site and building designs when appropriate. This policy should be implemented during design review and other land use reviews.

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing the clustering of trees and native vegetation into the site and building designs.

LUP-15.1 The City should develop a trail system in accordance with the Support Policies – Encourage Planning, Development & Full Use of Trails and Greenways stated in the Park, Recreation and Open Space Comprehensive Plan, and Chapter IX of this Comprehensive Plan.

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by providing for a community nature trail system.

LUP-15.5 Street standards and site planning requirements for new development and redevelopment should ensure that neighborhoods throughout the city will be connected and accessible by all travel modes.

This requested amendment to the comprehensive plan further supports and helps to implement the goals and policies of the City of Sammamish Comprehensive Plan and the Town Center Master Plan by ensuring that neighborhoods throughout the city will be connected and accessible by all travel modes.

9. What effects would the proposed amendment have on adjacent and nearby existing and permitted land use and surrounding development pattern.

Statement:

Under the adopted Town Center Plan, the parcels within the identified Town Center boundaries would transform into a high-density residential neighborhood



with a small community core. This proposal does not change the overall effect and impact on adjacent land use.

The current total 600,000 square foot cap on Office and Retail needs to be adjusted. The solution is to increase the overall allowance for commercial square footage in the Town Center to a point that would allow for a proportionate increase within the SE Quadrant that would bring the available allocations to the desired range of up to 300,000 square feet of commercial and the residential density of over 20 DU's/acre within the SE Quadrant. It will not transform the intended character of the City of Sammamish as specified within the Sammamish Town Center Plan. Spreading out the office and retail over approximately 100 acres of net useable land would yield an urban core on less than ½ of 1% of the city's land area, leaving the rest of the city at status quo.

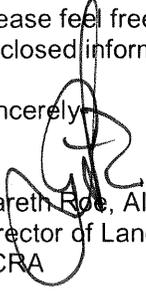
The comprehensive plan amendment will set the tone for future development in the Sammamish Town Center area, to model core principles of sustainable design features and integrative design. In short it is intended as a catalyst project to be an example for future development.

The amendment change to higher residential density and the inclusion of mixed use development supporting local residential needs will allow a compactness of urban form that creates a high degree of walkability and economy of scale for locals to procure their needs, groceries and other services. By providing places of work in the local region, tailored to Sammamish residents and telecommuters, branch offices and wireless hotspots will allow residents to cut down on transportation and commute times.

Over time as development in the Center is completed, the mixed-use focus of the center will create a more lively atmosphere. By bringing origins and destinations closer together people are more likely to walk, bike or ride public transit instead of driving, thus eliminating or reducing vehicle trips within the area. Studies have shown that suggest that achieving jobs-housing balance is one of the most important ways land use planning can contribute to reducing motorized travel.

Please feel free to contact me at 253.627.4367 if you have questions with regards to the enclosed information

Sincerely,


Gareth Roe, AICP
Director of Land Use Planning
BCRA

BCRA