



City Council, Regular Meeting

AGENDA Revised

6:30 pm – 10:00 pm

March 15, 2016

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Arts Commission Update
- Introduction of Eastside Fire & Rescue Fire Chief Jeff Clark
- Republic Services presentation of Teddy Bears to Eastside Fire & Rescue
- Transition Plan for New Solid Waste Contract

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.*

Consent Calendar

- Payroll for period ending February 29, 2016 for pay date March 4, 2016 in the amount of \$343,470.44
- 1. **Approval:** Claims For Period Ending March 15, 2016 In The Amount Of \$2,321,217.52 For Check No. 42870 Through 43909
- 2. **Resolution:** Accepting The 2013 Pavement Program – Overlays as Complete
- 3. **Resolution:** Accepting The 2015 Pavement Program – Overlays as Complete
- 4. **Resolution:** Accepting The 2015 “Inglewood Glen Repair” As Complete

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.

5. **Resolution:** Providing For Temporary Speed Limit Changes And Parking Restrictions To Enhance Public Safety During The KPMG Women's PGA Championship Golf Tournament
6. **Resolution:** Writing Off Unpaid Invoices For Wetland Review On Property Subsequently Purchased By The City
7. **Contract:** 228th Ave SE & Issaquah Pine Lake Road Intersection Design/DEA
8. **Contract:** 2016-17 Engineering Support Services/HDR
9. **Proclamation:** World Autism Day - April 2, 2016

Public Hearings

10. **Ordinance:** Second Reading Adopting Provisions Related To Land Use Compatibility In The Residential Zones And Resulting In Changes To Chapters 5 And 15 Of Title 20 And Chapters 30 And 40 Of Title 21a Of The Sammamish Municipal Code
11. **Ordinance:** First Reading Amending Chapters 21A.15, 21B.15, 21A.20, 21B.20 And 21A.65 Of The Sammamish Municipal Code Relating To Regulation Of Medical And Recreational Marijuana; Providing For Severability; And Establishing An Effective Date.
12. **Ordinance:** First Reading Adopting Provisions Related To Dimensional Standards In The R-4 And R-6 Residential Zoning Designations And Resulting In Changes To Chapters 15 And 25 Of Title 21A Of The Sammamish Municipal Code

Unfinished Business - None

New Business

13. **Resolution:** In Support Of The Issaquah School District No. 411, April 2016 Bond - Proposition No. 1, General Obligation Bonds - \$533,500,000

Public Comment

Council Reports and Council Committee Reports

Executive Session – Litigation pursuant to RCW 42.30.110(1)(i) and Real Estate Negotiations pursuant to RCW 42.30110(1)(c)

City Manager Report

- Mars Hill Property Update and Discussion

Adjournment

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AGENDA CALENDAR

Mar 2016			
Tues 3/22	6:30 pm	Special Meeting	<p>Executive Session – Potential Litigation Presentation: Community Center Update Discussion: Synthetic Turf Infill Options Discussion: Inner City Bus Service Public Hearing: Ordinance Second Reading Dimensional Standards for Single Family Homes</p> <p><u>Consent Agenda:</u> Resolution: Final Acceptance Council Chamber AV Project Resolution: Bain/Discovery Grove Subdivision Final Approval Contract: Iss. Fall City Road Design/Lochner Contract: 2016 Asphalt Overlay Construction Support/TBD (tent.) Contract: Beaver Lake Preserve Phase II Trail Construction/WTA Bid Award: EHS Turf Replacement/TBD Approval: Replace Variable Message Board Sign</p>
April 2016			
Tues 4/5	6:30 pm	Regular Meeting	<p>Proclamation: Sexual Assault Awareness Month Presentation: Facility Rental Fees Public Hearing/Ordinance: Beaver Lake Management District – Vote to Form District</p> <p><u>Consent Agenda:</u> Interlocal: Inglewood Hill Trunkline Project/Samm Plat Contract: City-Wide Asset Inventory Project/TBD Contract: Inglewood Hill Trunkline Project Construction Support/TBD Contract: SE 24th St Sidewalk Design/TBD Contract Amendment: Inglewood Trunkline Project Design Support During Construction/Osborn</p>
Tues 4/12	6:30 pm	Study Session	<p>Discussion: Public Works Standards Discussion: SE 4th Street Project Scope Discussion: Tamarack Drainage Project Update</p>
Tues 4/19	6:00 pm	Special/Joint Meeting Issaquah	<p>Presentation: Issaquah Fall City Road Project 10% Design Update</p> <p><u>Consent Agenda:</u> Bid Award: Inglewood Hill Trunkline Project Bid Award: 2016 Asphalt Overlay Program</p>
May 2016			
Tues 5/3	6:30 pm	Regular Meeting	<p>Presentation: METRO 2040 Long Range Plan Note: METRO would like to be able to have a Public Open House on the 2040 Long Range Plan here at city hall on this same date from 5:00 to 6:30 PM Year-End Finance Report & 2015/16 Carryforward Requests Public Hearing/Ordinance: First Reading Revising Traffic Impact Fees Public Hearing/Ordinance: First Reading Critical Area Updates/Shoreline Master Plan</p> <p><u>Consent Agenda:</u></p>

Tues 5/10	6:30 pm	Study Session	Discussion: Critical Area Updates/Shoreline Master Program Discussion: Public Works Standards Discussion: SE 14 th Street Project Discussion: Sahalee Way Project Scope
Tues 5/17	6:30 pm	Regular Meeting	Presentation: Electrical Permit/ Inspection Program Feasibility Public Hearing/Ordinance: First Reading Impact Fee Deferrals Public Hearing/Ordinance: First Reading Building Codes Update Ordinance: Second Reading Revising Traffic Impact Fees Ordinance: Second Reading Critical Area Updates/Shoreline Master Plan <u>Consent Agenda:</u> Resolution: Youth Board Appointments Bid Award: Big Rock Park Well Repair/TBD Contract: Fourth on the Plateau Fireworks/TBD Contract: Fourth on the Plateau Event Lighting/TBD Contract: Sahalee Way Design/TBD
Tues 5/24	6:00 pm	Joint Meeting Redmond	
Wed 5/25	6:30 pm	Joint Meeting ISD	
June 2016			
Tues 6/7	6:30 pm	Regular Meeting	Presentation: Parks Commission Hand-off of 2017-22 Parks CIP Presentation: 2017-22 Stormwater CIP Presentation: 2017-22 TIP Presentation: PC Handoff of Stormwater Comprehensive Plan <u>Consent Agenda:</u> Bid Award: 212 th Way Repair (Snake Hill)/TBD Contract: 212 th Way Repair Construction Support/TBD Ordinance: Second Reading Impact Fee Deferrals Ordinance: Second Reading Building Codes Update
Tues 6/14	6:30 pm	Study Session	Discussion: 2017-2022 Parks CIP Discussion: 2017-2022 Stormwater CIP Discussion: 2017-2022 TIP Discussion: Non-Motorized Projects (part of TIP) Discussion: Intersection Improvement Projects (part of TIP) Discussion: Neighborhood Projects (part of TIP)
Tues 6/21	6:30 pm	Regular Meeting	Discussion: Stormwater Comp Plan Public Hearing/Resolution Adopting 2017-22 TIP Public Hearing/Resolution: Adopting 2017-22 Parks CIP Public Hearing/Resolution: Adopting 2017-22 Stormwater CIP <u>Consent Agenda:</u>
July 2016			
Tues 7/5	6:30 pm	Regular Meeting	Presentation: PC Handoff Wireless Regulations PC Handoff/Public Hearing: Ordinance First Reading Wireless Regulations Public Hearing/Ordinance: First Reading Adopting Stormwater Comp <u>Consent Agenda:</u> Contract: Major Stormwater Facility Repair/TBD

Tues 7/12	6:30 pm	Study Session	Discussion: Wireless Regulations Discussion: YMCA Property Development Discussion: Trails, Bikeways & Paths Planning Update Discussion: Iss. Fall City Road Project 30% Design Update
Tues 7/19	6:30 pm	Regular Meeting	Proclamation: Women's Equality Day Public Hearing/Ordinance: Second Reading Wireless Regulations Public Hearing/Ordinance: Second Reading Adopting Stormwater Comp Plan <u>Consent Agenda:</u> Bid Award: 228 th & Iss. Pine Lake Road Intersection Project/TBD Bid Award: 212 th Avenue Non-motorized Project/TBD
Aug 2016			NO MEETINGS
Sept 2016			
Tues 9/6	6:30 pm	Regular Meeting	Proclamation: Mayor's Month of Concern Food Drive Presentation: PC Handoff of Stormwater Design Manual & LID Code Revisions <u>Consent Agenda</u> Bid Award: SE 4 th Street Contract: Trails, Bikeways and Path Plan Consultant/TBD Contract: YMCA Property Development Plan Consultant/TBD Contract: 2016 Non-Motorized Design/TBD Contract: SE 4 th Street Construction Support/TBD Contract: Beaver Lake Shop Roof Replacement/TBD
Tues 9/13	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget Discussion: Revised Surface Water Manual & LID Update
Tues 9/20	6:30 pm	Regular Meeting	Discussion: Revised Surface Water Manual & LID Code Revisions <u>Consent Agenda</u> Contract: ADA Transition Plan Completion Consultant/TBD
Oct 2016			
Tues 10/4	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Public Hearing/Ordinance: First Reading Adopting Revised Surface Water Manual & Revised LID <u>Consent Agenda:</u> Contract: Intersection Improvement Design/TBD Contract: Neighborhood Projects Design/TBD Contract: ADA Transition Plan Completion Consultant/TBD
Tues 10/11	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget Discussion: 2017-2018 Human Service Grants
Tues 10/18	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget Ordinance: Second Reading Adopting Revised Surface Water Manual & Revised LID Code <u>Consent Agenda:</u> Bid Award: 2016 Patching Projects/TBD Bid Award: 2016 Guard Rail Repair/TBD
Nov 2016			
Tues 11/1	6:30 pm	Regular Meeting	Presentations & Discussion: 2017-18 Biennial Budget <u>Consent Agenda:</u> Bid Award: 228 th & Iss. Pine Lk Road Intersection/TBD
Tues 11/8	6:30 pm	Study Session	Presentations & Discussion: 2017-18 Biennial Budget PC Handoff: 2016-2017 Comprehensive Plan Amendment Docket

Tues 11/15	6:30 pm	Regular Meeting	<p>Presentations & Discussion: 2017-18 Biennial Budget Public Hearing/Resolutoion: 2016-2017 Comprehensive Plan Amendment Docket</p> <p><u>Consent Agenda:</u> Resolution: Final Acceptance Major Stormwater Drainage Facility Repair Project Contract: 2017 Water Quality Monitoring/TBD Approval: 2017-2018 Human Service Grants</p>
Dec 2016			
Tues 12/6	6:30 pm	Regular Meeting	<p><u>Consent Agenda:</u> Resolution: Final Acceptance Inglewood Trunkline Project Resolution: Final Acceptance 2016 Asphalt Overlay Program Resolution: Final Acceptance 212th Repair Resolution: Final Acceptance 212th Avenue Non-motorized Project Approval: 2017/2018 Human Service Grants</p>
Tues 12/13	6:30 pm	Special Meeting	<p>Parks, Public Works & Facilities Maintenance Contracts Parks & Public Works Engineering Support Services Contracts</p>
Tues 12/20	6:30 pm	Regular Meeting	
To Be Scheduled		Parked Items	
<ul style="list-style-type: none"> • Puget Sound Energy Franchise • Economic Development Plan • NE 42nd Street Barricade Process • Traffic Impact Fee Update • ITS System Project Final Acceptance • Department Reports • Adoption Public Works Standards • Off-Leash Dogs • Discussion: Concurrency Ordinance • Comprehensive Plan Transportation Element (2017) 		<ul style="list-style-type: none"> • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Permit Notification Process 	
		<p>Parked Items</p> <ul style="list-style-type: none"> • Intra-City Transit Services • Mountains to Sound Greenway • Sustainability/Climate Change • Water Quality Update 	

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

February

March 2016

April

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 5 p.m. City Council Office Hour Canceled 5:30 p.m. City Council Meeting	2 6 p.m. Short Course on Local Planning Bellevue City Hall 6:30 p.m. Parks and Recreation Commission Meeting	3 6:30 p.m. Planning Commission Meeting Canceled	4	5 10 a.m. Volunteer at Beaver Lake Park 11 a.m. Build It Sammamish Lego Event
6	7	8 6:30 p.m. City Council Study Session Canceled	9	10	11	12 10 a.m. Volunteer at Lower Commons Park! 1:30 p.m. Master Gardener Workshop: Growing Veggies
13	14	15 6:30 p.m. City Council Meeting	16 6 p.m. Sammamish Youth Board Meeting	17 6:30 p.m. Planning Commission Meeting	18 10 a.m. Blood Drive	19 1 p.m. "Make It A Clay Day"--FREE Inclusive Event
20	21	22 9:30 a.m. Health and Human Services Ad-Hoc Committee Meeting 6:30 p.m. City Council Special Study Session	23	24	25	26
27	28 6:30 p.m. Arts Commission Meeting	29	30	31		

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March

April 2016

May

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 6 p.m. Short Course on Local Planning Bellevue City Hall
3	4	5 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 6:30 p.m. Planning Commission Meeting	8	9 1:30 p.m. Master Gardener Workshop: Fruits & Berries
10	11	12 6:30 p.m. City Council Study Session	13	14	15 8:30 a.m. Art Exhibit - Gail Twelves "Eye to Eye"	16
17	18	19 6 p.m. City Council Meeting	20 6 p.m. Sammamish Youth Board Meeting	21	22 6 p.m. Exhibiting Artist Reception	23 10 a.m. Sammamish Walks
24	25 6:30 p.m. Arts Commission Meeting	26	27	28	29	30 10 a.m. Rig-A-Palooza 1 p.m. "Au-Some Artists!"--FREE Inclusive Event

Arts Commission Update

Presentation will be given at Council Meeting



Introduction of Eastside Fire & Rescue

Fire Chief Jeff Clark



Republic Services Presentation of Teddy Bears



to

Eastside Fire & Rescue

**Transition Plan
for
New Solid Waste Contract**



Presentation will be given at Council Meeting



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: March 10, 2016
RE: Claims for March 15, 2016

\$ 4,125.00
 212,276.40
 2,097,431.18
 7,384.94

Top 10 Over \$10,000 Payments

Porter Brothers	\$861,531.24	Community Center
Eastside Fire & Rescue	\$578,366.08	Fire Services - March 2016
Perteet	\$123,490.63	SE 4th Improvements & Sahalee Way - January/February
Heritage Bank	\$41,221.59	Retainage - Porter Bros - SCAC
Eversons Econo Vac	\$39,224.82	Vactoring
Lake Wa School District	\$38,676.00	School Impact Fees - February 2016
Sound Cities Assoc	\$36,717.52	2016 Membership
Gray & Osborne	\$35,722.68	212th Way Improvements January/February 2016
Stantec Consulting	\$32,579.26	Development Review Oct 2015 - January 2016
Trailer Boss	\$29,353.83	Equipment Trailer for Klahanie

TOTAL \$ 2,321,217.52

Checks # 42870 - # 42885
 (VOID BANK OF AMERICA CHECKS #42886 - #43799)
 START WELLS FARGO CHECKS
 Check #43800 - #43909

4,125.00 +
 212,276.40 +
 2,097,431.18 +
 7,384.94 +
 2,321,217.52 *

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 2/25/2016 - 2:00 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42870	02/25/2016	Thompson	Richard J. Thompson	4,125.00	42,870
				<u>4,125.00</u>	
Check Total:				<u>4,125.00</u>	

42871 - VOID

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/4/2016 - 10:45 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
42872	03/04/2016	AWCLIF	Association of Washington Cities	225.20	42,872
42873	03/04/2016	AWCMED	AWC Employee BenefitsTrust	144,394.60	42,873
42874	03/04/2016	CENTURY	Century Link	66.99	42,874
42875	03/04/2016	CHEN	Steven Chen	1,210.51	42,875
42876 <i>-VOID</i>	03/04/2016	BELLCITY	City Of Bellevue	1.00	42,876
42877	03/04/2016	COMCAST2	Comcast	368.91	42,877
42878	03/04/2016	ICMA401	ICMA 401	45,383.74	42,878
42879	03/04/2016	ICMA457	ICMA457	11,562.35	42,879
42880	03/04/2016	IDHW	Idaho Child Support Receipting	200.00	42,880
42881	03/04/2016	PREPAIDL	LegalShield	109.60	42,881
42882	03/04/2016	NAVIA	Navia Benefits Solution	1,306.78	42,882
42883	03/04/2016	PSE	Puget Sound Energy	6,899.28	42,883
42884	03/04/2016	SAM	Sammamish Plateau Water Sewer	106.92	42,884
42885	03/04/2016	WASUPPOR	Wa State Support Registry	440.52	42,885
Check Total:				212,276.40	

DESTROY - BOF A CHECKS

42886 → 43799

START WELLS FARGO CHECKS -# 43800

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/9/2016 - 5:10 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
43800	03/15/2016	ACTIONAP	Action Apparel	489.49	43,800
43801	03/15/2016	ADCOMM	ADCOMM Engineering Company	400.00	43,801
43802	03/15/2016	AMEX	American Express	165.00	43,802
43803	03/15/2016	BERGERPA	Berger Partnership	3,020.50	43,803
43804	03/15/2016	BEST	Best Parking Lot Cleaning, Inc	7,318.65	43,804
43805	03/15/2016	BHC	BHC Consultants, LLC	3,900.00	43,805
43806	03/15/2016	BMC	BMC West Corp	324.24	43,806
43807	03/15/2016	BSN	Sport Supply Group, Inc BSN Sports	2,336.78	43,807
43808	03/15/2016	CADMAN	Cadman, Inc.	347.27	43,808
43809	03/15/2016	CARDINAL	Cardinal Heating & A/C	116.00	43,809
43810	03/15/2016	CENTRALW	Central Welding Supply	7,385.16	43,810
43811	03/15/2016	CHINOOK	Chinook Lumber	1,804.91	43,811
43812	03/15/2016	COMCAST2	Comcast	9.44	43,812
43813	03/15/2016	COMCAST3	Comcast	1,284.67	43,813
43814	03/15/2016	COSTCO	Costco Wholesale	924.12	43,814
43815	03/15/2016	DECILLIA	Colleen DeCillia	500.00	43,815
43816	03/15/2016	DEEREGVT	John Deere Govt & National Sales	16,416.69	43,816
43817	03/15/2016	DRSI	DRSI	150.34	43,817
43818	03/15/2016	EASTFIRE	Eastside Fire & Rescue	578,366.08	43,818
43819	03/15/2016	EOCHEM	Eco Chemical	722.70	43,819
43820	03/15/2016	ELM	ELM Environments	968.26	43,820
43821	03/15/2016	EMERALDR	Emerald Services, Inc.	725.75	43,821
43822	03/15/2016	ENGECONO	Engineering Economics, Inc.	15,438.65	43,822
43823	03/15/2016	EVANS	David Evans & Associates, Inc	28,460.14	43,823
43824	03/15/2016	EVERFORD	Evergreen Ford	11,391.58	43,824
43825	03/15/2016	EVERGR	Evergreen Print Solutions	581.31	43,825
43826	03/15/2016	EVERSONS	Everson's Econo Vac, Inc.	39,224.82	43,826
43827	03/15/2016	FASTENAL	Fastenal Industrial Supplies	957.97	43,827
43828	03/15/2016	FRONTIR2	Frontier	387.89	43,828
43829	03/15/2016	GFOA	Govt Finance Officers Assoc	305.00	43,829
43830	03/15/2016	GRAINGER	Grainger	2,844.79	43,830
43831	03/15/2016	GRAYOS	Gray & Osborne, Inc.	35,722.68	43,831
43832	03/15/2016	GREATAME	Great America Financial Services	130.31	43,832
43833	03/15/2016	HDFOWL	H. D. Fowler Company	1,223.19	43,833
43834	03/15/2016	HERITAGE	Heritage Bank	41,221.59	43,834
43835	03/15/2016	HERMANSON	Hermanson Co LLP	1,118.07	43,835
43836	03/15/2016	HOGAN	D. A. Hogan & Assoc., Inc	2,420.00	43,836
43837	03/15/2016	HONEY	Honey Bucket	1,175.90	43,837
43838	03/15/2016	HOWARD	Lyman Howard	46.44	43,838
43839	03/15/2016	IRONCREE	Iron Creek Construction, LLC	3,610.00	43,839
43840	03/15/2016	ISD	Issaquah School District	13,832.00	43,840
43841	03/15/2016	ISNW	Industrial Solutions NW LLC	8,053.68	43,841
43842	03/15/2016	ISSCEDAR	Issaquah Cedar & Lumber	705.75	43,842
43843	03/15/2016	ISSCITY	City Of Issaquah	3,679.75	43,843
43844	03/15/2016	KCBLANK	King County Finance	1,276.50	43,844
43845	03/15/2016	KCRADIO	King Cty Radio Comm Svcs	526.70	43,845
43846	03/15/2016	KELLER	Mike Keller	41.58	43,846
43847	03/15/2016	KINGFI	King County Finance A/R	1,091.74	43,847
43848	03/15/2016	KINGPET	King County Pet Licenses	240.00	43,848
43849	03/15/2016	KLEINFEL	Kleinfelder, Inc.	1,505.00	43,849

Check	Date	Vendor No	Vendor Name	Amount	Voucher
43850	03/15/2016	L&IBOIL	Dept of Labor & Industries	480.00	43,850
43851	03/15/2016	L&IELEVA	Dept of Labor & Industries	141.60	43,851
43852	03/15/2016	LAKESIDE	Lakeside Industries	1,743.24	43,852
43853	03/15/2016	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	43,853
43854	03/15/2016	LEYTON	Kimberly Leyton	1,194.00	43,854
43855	03/15/2016	LIGHTLOA	Light Loads Concrete, LLC	489.76	43,855
43856	03/15/2016	LWSD	Lake Washington School Dist	38,676.00	43,856
43857	03/15/2016	MAC	Mac Towing	392.01	43,857
43858	03/15/2016	MAILPO	Mail Post	897.77	43,858
43859	03/15/2016	MINUTE	Minuteman Press	1,179.10	43,859
43860	03/15/2016	NAPA/RED	Woodinville Auto Parts	592.83	43,860
43861	03/15/2016	NC MACH	NC Machinery Co	5,091.43	43,861
43862	03/15/2016	NELSONCO	Walter E. Nelson Company	260.68	43,862
43863	03/15/2016	NRPA	National Parks & Rec Assoc	800.00	43,863
43864	03/15/2016	NWNUISAN	NW Nuisance Wildlife Control	136.88	43,864
43865	03/15/2016	OER	Olympic Environmental Resource	2,850.30	43,865
43866	03/15/2016	OILCAN	Oil Can Henry's	284.53	43,866
43867	03/15/2016	OSBORN	Osborn Consulting, Inc	22,770.15	43,867
43868	03/15/2016	PACAIR	Pacific Air Control, Inc	2,197.48	43,868
43869	03/15/2016	PACE	Pace Engineers, Inc.	5,804.00	43,869
43870	03/15/2016	PACPLANT	Pacific Plants	2,250.23	43,870
43871	03/15/2016	PACSOIL	Pacific Topsoils, Inc	2,114.89	43,871
43872	03/15/2016	PARTNER	Partner Construction Products	2,485.65	43,872
43873	03/15/2016	PAULBROS	Paul Brothers, Inc.,	19,180.19	43,873
43874	03/15/2016	PERTEET	Perteet, Inc.	123,490.63	43,874
43875	03/15/2016	POA	Pacific Office Automation	248.74	43,875
43876	03/15/2016	PORTER	Porter Brothers Construction, Inc	861,531.24	43,876
43877	03/15/2016	PROTH	Prothman Company	7,210.00	43,877
43878	03/15/2016	QBS	Quality Business Systems Inc.	28.32	43,878
43879	03/15/2016	RAINIER	Rainier Wood Recyclers Inc	18.00	43,879
43880	03/15/2016	REDMOND	City Of Redmond	33.30	43,880
43881	03/15/2016	ROTHSCHL	Chantal Rothschild	500.00	43,881
43882	03/15/2016	SAM	Sammamish Plateau Water Sewer	391.82	43,882
43883	03/15/2016	SAM	Sammamish Plateau Water Sewer	3,296.73	43,883
43884	03/15/2016	SCA	Sound Cities Assoc	36,717.52	43,884
43885	03/15/2016	SEATIM	Seattle Times	3,170.52	43,885
43886	03/15/2016	SITEONE	Site One Landscape Supply	8,240.60	43,886
43887	03/15/2016	SNP	Sound Native Plants	4,905.60	43,887
43888	03/15/2016	SOUNDTEL	Sound Telecom	163.21	43,888
43889	03/15/2016	SPRAGUE	SPRAGUE	146.74	43,889
43890	03/15/2016	STANTEC	Stantec Consulting Services	32,579.26	43,890
43891	03/15/2016	STOECKL	Jane C. Stoecklin	140.00	43,891
43892	03/15/2016	SUBPROPA	Suburban Propane	1,232.96	43,892
43893	03/15/2016	SULLIVAS	Stephanie Sullivan	64.04	43,893
43894	03/15/2016	SUNBELT	Sunbelt Rentals	1,406.50	43,894
43895	03/15/2016	SWIFTTRE	Swift Tree Care	2,847.00	43,895
43896	03/15/2016	TRAILER	Trailer Boss	29,353.83	43,896
43897	03/15/2016	ULINE	ULINE	318.85	43,897
43898	03/15/2016	USBANKNA	US Bank N.A.	75.00	43,898
43899	03/15/2016	VANDEVAN	Travis Van de Vanter	150.00	43,899
43900	03/15/2016	VERIZON	Verizon Wireless	3,230.05	43,900
43901	03/15/2016	VOYAGER	Voyager	3,585.64	43,901
43902	03/15/2016	WACE	Wa Assoc of Code Enforcement	25.00	43,902
43903	03/15/2016	WATERSH	The Watershed Company	10,610.21	43,903
43904	03/15/2016	WAWILD	Wa Wildlife & Recreation Coalition	400.00	43,904
43905	03/15/2016	ZEROWAST	ZERO WASTE USA	1,500.00	43,905
43906	03/15/2016	ZUMAR	Zumar Industries, Inc.	2,863.77	43,906

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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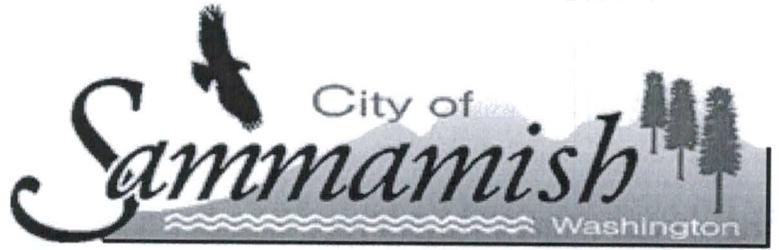
Check Total:

2,097,431.18

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/10/2016 - 9:41 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
43907	03/15/2016	CDW	CDW Govt Inc	5,175.41	43,907
43908	03/15/2016	DELL	Dell Marketing L.P.	113.43	43,908
43909	03/15/2016	NUVELOCI	Nuvelocity	2,096.10	43,909
Check Total:				7,384.94	



Meeting Date: March 15, 2016

Date Submitted: 3/3/2016

Originating Department: Public Works

Clearances:

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

Subject: Final Project Acceptance
2013 Pavement Program – Overlays
Contract C2013-150

Action Required: Adopt the resolution accepting the 2013 Pavement Program – Overlays as complete.

Exhibits:

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

Budget: Street Maintenance Fund (101-000-542-30-48-51)
2013 Approved Budget: \$3,170,675.00

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project plans, specifications and contract. The recommended action approves the final contract amount and constitutes the city's final acceptance of the work. There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor on this project.

Background:

On May 20, 2013 the Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Watson Asphalt Paving Company, Inc., for construction of the 2013 Pavement Program - Overlays in an amount not to exceed \$2,158,759.00 and to administer a construction contingency in the amount of \$108,000.00.

Work in the area of NE 25th Way was delayed until 2014 to allow for the completion of a neighborhood traffic calming project, which was physically completed May 31, 2014. The contract remained open through 2015 to complete a localized pavement repair (an outstanding item on one of the 2013 resurfaced streets).

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2013 PAVEMENT PROGRAM
- OVERLAYS AS COMPLETE.**

WHEREAS, at the Council meeting of May 20, 2013 the City Council authorized award of the construction contract for the 2013 Pavement Program - Overlays; and

WHEREAS, the City Manager entered into Contract C2013-150 for construction of the 2013 Pavement Program - Overlays with Watson Asphalt Paving Company, Inc., on May 21, 2013; and

WHEREAS, the project was substantially completed by the contractor on August 28, 2014; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2013 Pavement Program - Overlays as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 15TH DAY OF MARCH 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

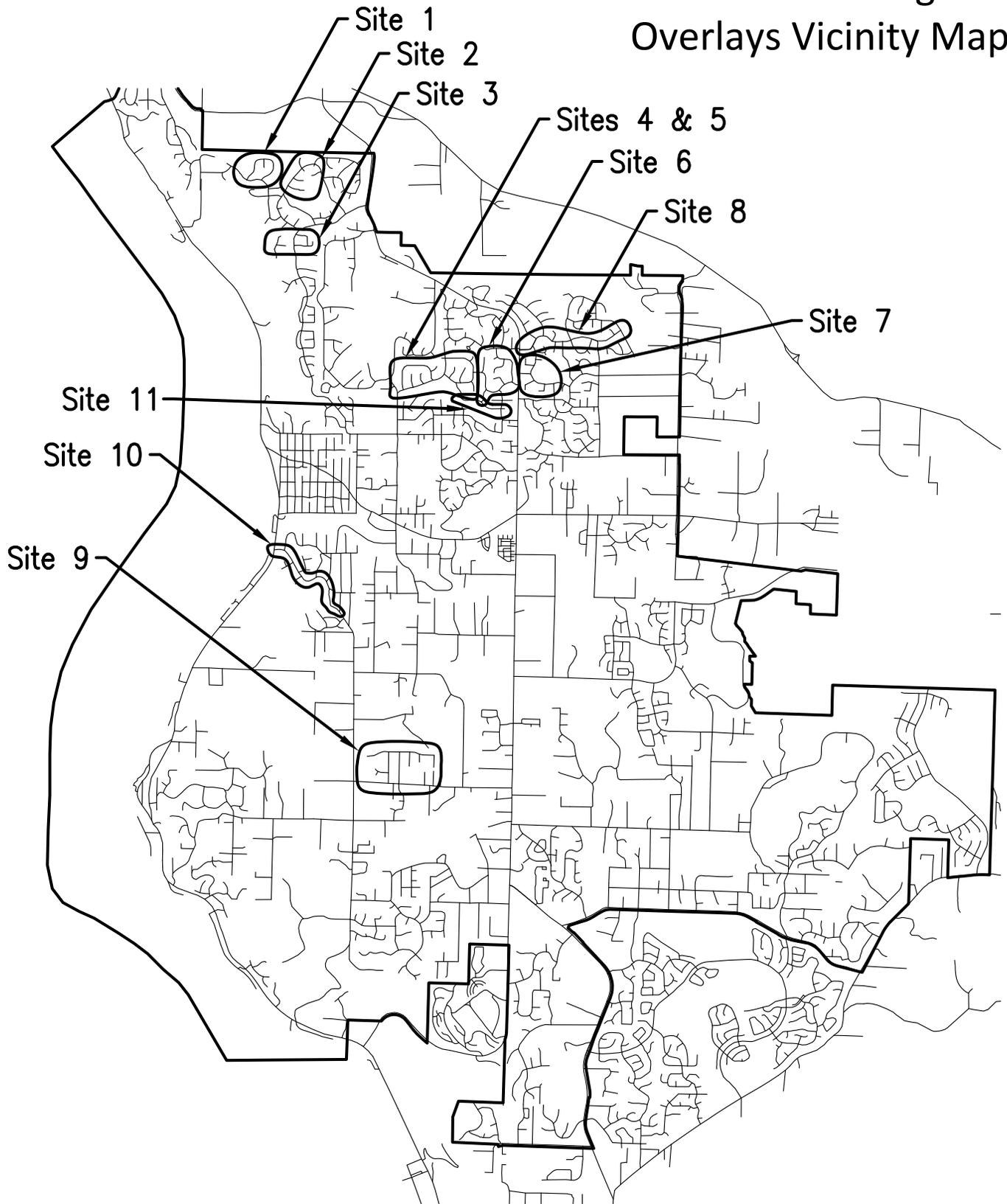
Melonie Anderson, City Clerk

Approved as to form:

Michael Kenyon, City Attorney

Filed with the City Clerk: March 9, 2016
Passed by the City Council:
Resolution No.: R2016- _____

2013 Pavement Program Overlays Vicinity Map



CITY OF SAMMAMISH
DEPARTMENT OF PUBLIC WORKS

2013 PAVEMENT PROGRAM – OVERLAYS
VICINITY MAP

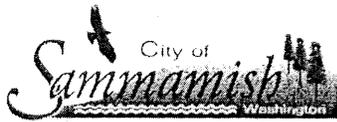
REV

DWN
JG

SCALE
N.T.S.

DATE
5/15/13

SHEET
1



Final Contract Voucher Certificate

Contractor Watson Asphalt Paving Company, Inc			
Street Address P.O. Box 845			
City Redmond	State Wa	Zip 98073	Date 2/22/2016
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2013-150	
Contract Title 2013 Pavement Program -Overlays			
Date Work Physically Completed 08/28/2014		Final Amount \$ 2,228,488.98	

Contractor's Certification

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



X [Signature] Pres
Contractor Authorized Signature Required

Richard Schroeder
Print Signature Name

Subscribed and sworn to before me this 22nd day of February 20 16

X [Signature] Notary Public in and for the State of WA

residing at Kirkland WA

City of Sammamish

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

X [Signature]
Project Engineer/Project Administrator

Approved Date 3/2/16
X [Signature]
City Engineer

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

Exhibit 2



Meeting Date: March 15, 2016

Date Submitted: 3/3/2016

Originating Department: Public Works

Clearances:

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

Subject: Final Project Acceptance
2015 Pavement Program – Overlays
Contract C2015-162

Action Required: Adopt the resolution accepting the 2015 Pavement Program – Overlays as complete.

Exhibits:

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

Budget: Street Maintenance Fund (101-000-542-30-48-51)
2015 Approved Budget: \$3,000,000

Summary Statement:

All work for the above referenced contract has been completed in accordance with the project plans, specifications and contract. The recommended action approves the final contract amount and constitutes the City's final acceptance of the work. There were no contractor claims filed against the City and no liquidated damages were assessed against the contractor for this project.

Background:

On May 19, 2015 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Lakeside Industries, Inc. for construction of the 2015 Pavement Program - Overlays in an amount not to exceed \$2,338,414.14 and to administer a construction contingency in the amount of \$233,841.00.

Financial Impact:

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

Program Budget (101-000-542-30-48-51) \$ 3,000,000.00

Contract Expenditures (C2015-162):

Initial Contract	\$ 2,338,414.14
Change Order 1	\$ <u>50,867.09</u>
Final Completed Contract	\$ 2,383,440.75

Change Order 1 adjusted estimated contract quantities based on actual quantities measured during construction. The total contract amount was within the approved not to exceed amount authorized by the City Council.

Recommended Motion:

Approve the final contract amount with Lakeside Industries, Inc. in the amount of \$2,383,440.75 and adopt the Resolution 2016-_____ accepting the 2015 Pavement Program – Overlays project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2015 PAVEMENT PROGRAM
- OVERLAYS AS COMPLETE.**

WHEREAS, at the Council meeting of May 19, 2015 the City Council authorized award of the construction contract for the 2015 Pavement Program - Overlays; and

WHEREAS, the City Manager entered into Contract C2015-162 for construction of the 2015 Pavement Program - Overlays with Lakeside Industries, Inc., on May 20, 2015; and

WHEREAS, the project was substantially completed by the contractor on September 29, 2015; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2015 Pavement Program - Overlays as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 15TH DAY OF MARCH 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

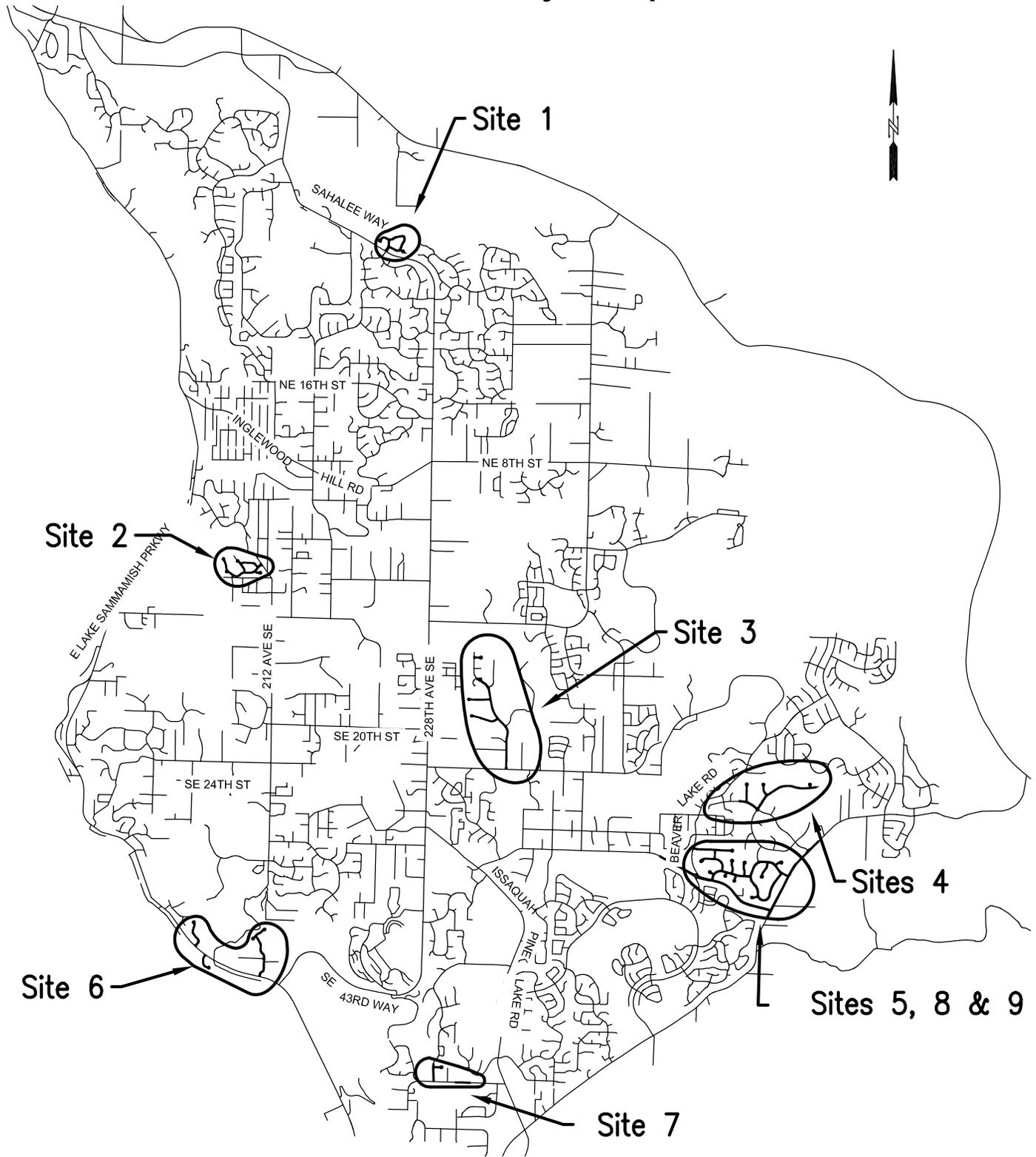
Michael Kenyon, City Attorney

Filed with the City Clerk: March 3, 2016

Passed by the City Council:

Resolution No.: R2016- _____

2015 Pavement Program - Overlays Vicinity Map



CITY OF SAMMAMISH DEPARTMENT OF PUBLIC WORKS		2015 PAVEMENT PROGRAM – OVERLAYS VICINITY MAP		
REV		DWN JG	SCALE N.T.S.	DATE 5/12/15
				SHEET

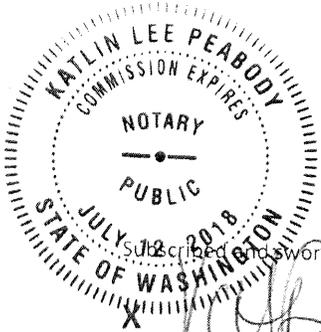


Final Contract Voucher Certificate

Contractor Lakeside Industries Inc.			
Street Address PO Box 7016			
City Issaquah	State WA	Zip 98027	Date 2/22/16
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2015-162	
Contract Title 2015 Pavement Program - Overlays			
Date Work Physically Completed 9/29/2015		Final Amount \$ 2,383,440.75	

Contractor's Certification

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



X [Signature]
Contractor Authorized Signature Required

James D. Woodman
Print Signature Name

Subscribed and sworn to before me this 24 day of Feb 20 16

X [Signature]
Notary Public in and for the State of WA
residing at Issaquah WA

City of Sammamish

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

X [Signature]
Project Engineer/Project Administrator

Approved Date 3/2/16
X [Signature]
City Engineer

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

Exhibit 2



Meeting Date: March 15, 2016

Date Submitted: March 3, 2016

Originating Department: Public Works

Clearances:

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

Subject: Final Project Acceptance
2015 INGLEWOOD GLEN REPAIRS
Contract #C2015-182

Action Required: Adopt Resolution #2016-_____ accepting the “2015 Inglewood Glen Repairs” project as complete.

Exhibits:

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

Budget: \$99,887.50 (originally approved contract amount)

Summary Statement:

All work under the above referenced contract has been completed in accordance with the project plans, specifications and other contract documents. The recommended action approves the final contract amount and constitutes the city’s final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor on this project.

Background:

On October 6, 2015, the City Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Iron Creek Construction LLC., for completion of the “2015 Inglewood Glen Repairs” project in an amount not to exceed \$99,887.50. The focus of this project was to complete localized sidewalk, curb & gutter, drainage and roadway repairs in advance of the 2016 pavement overlay project. The design and construction management for this project were completed in house by City staff.

Financial Impact:

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

Contract Budget (101-000-542-30-48-51)	\$99,887.50
Final Completed Work Under Contract	\$93,210.07
Net Change Under Budget	\$6,677.43

Recommended Motion:

Approve the final contract amount with Iron Creek Construction LLC. of **\$93,210.07 (incl. retainage and applicable sales taxes)** and adopt attached Resolution # R2016-_____ accepting the "2015 Inglewood Glen Repairs" project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2015 “Inglewood Glen Repair”
AS COMPLETE.**

WHEREAS, at the Council meeting of October 6, 2015 the City Council authorized award and execution of the construction contract for the “2015 Inglewood Glen Repair” project; and

WHEREAS, the City Manager entered into Contract C2015-182 for construction of the 2015 Inglewood Glen Repair Project with Iron Creek Construction, LLC., on October 8, 2015; and

WHEREAS, the project was substantially completed by the contractor on February 10, 2016; and

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

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the “2015 Inglewood Glen Repair” project as complete.

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 15th DAY OF MARCH 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

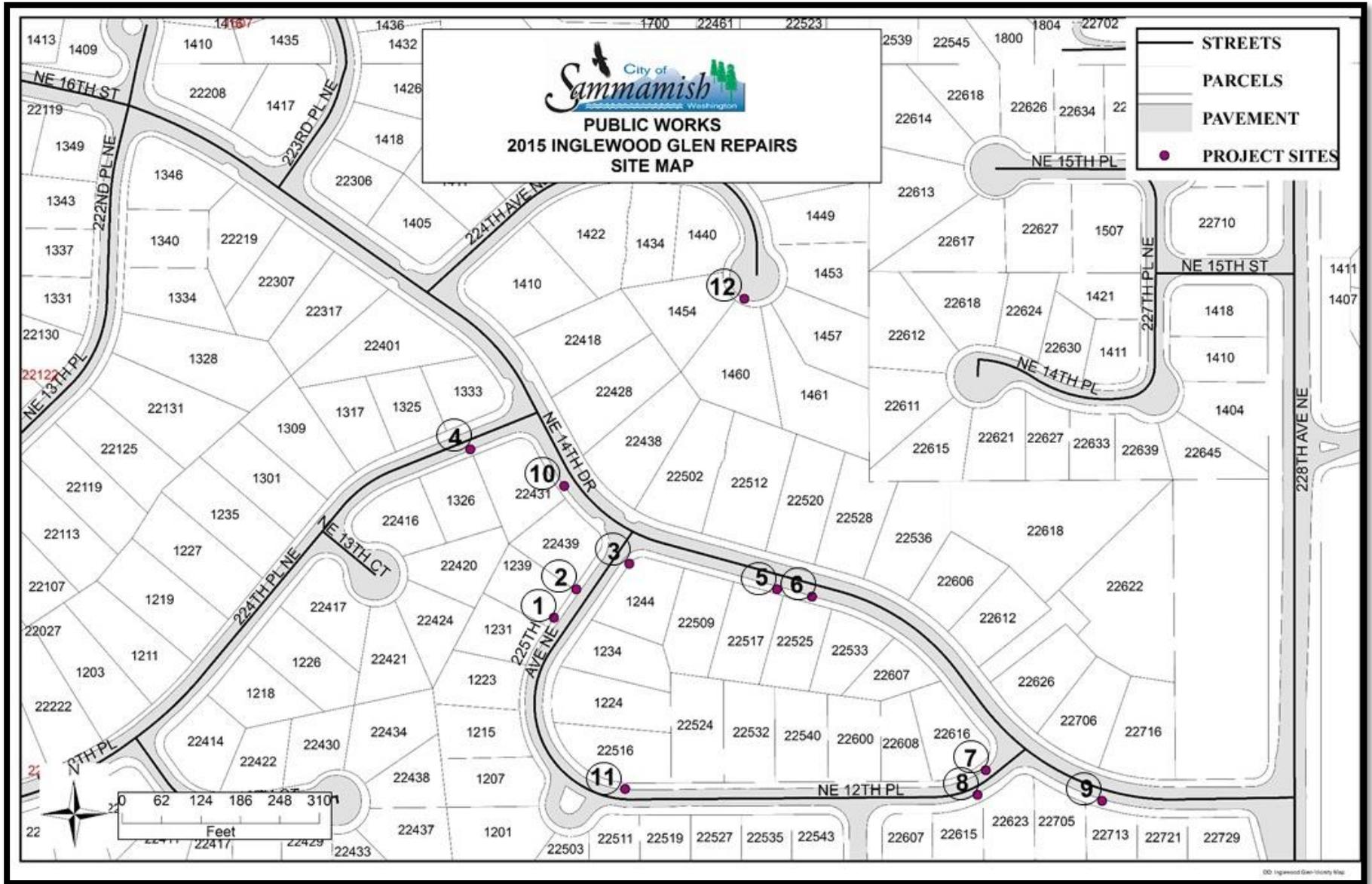
Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 29, 2016
Passed by the City Council:
Resolution No.: R2016-

EXHIBIT 1: VICINITY MAP



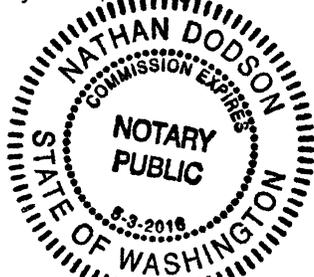


Final Contract Voucher Certificate

Contractor Iron Creek Construction , LLC			
Street Address 22525 SE 64th Pl.			
City Issaquah	State WA	Zip 98027	Date 2/18/2016
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2015-182	
Contract Title 2015 Inglewood Glen Repairs			
Date Work Physically Completed 2/18/2016		Final Amount \$ 88,549.57 (excl. retainage)	

Contractor's Certification

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



X _____
Contractor Authorized Signature Required

PAUL TRAVERSO

Print Signature Name

Subscribed and sworn to before me this 18th day of FEBRUARY 20 16

X _____ Notary Public in and for the State of WA

residing at Maple Valley

City of Sammamish

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

Approved Date _____

X D. L. Dillman
Project Engineer/Project Administrator

X _____
City Engineer

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

Exhibit 2



Meeting Date: March 15, 2016

Date Submitted: 3/8/2016

Originating Department: Public Works

Clearances:

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

Subject: Temporary Speed Limit and Parking Restrictions for 2016 KPMG Women's PGA Championship Golf Tournament at the Sahalee Country Club

Action Required: Pass resolution to temporarily restrict the speed limit and parking along a segment of Sahalee Way NE for the period June 9-12, 2016.

Exhibits: Resolution

Budget: Minimal staff time

Summary Statement:

The KPMG Women's PGA Championship Golf Tournament will be held at the Sahalee Country Club on June 9-12, 2016. This Resolution will restrict parking and reduce the speed limit to 35MPH along a segment of Sahalee Way NE for the duration of the event to facilitate the efficient and safe movement of mass transit vehicles and other users.

Background:

The Sahalee Country Club was named as the site for the 2016 KPMG Women's PGA Championship Golf Tournament on June 13, 2015, marking the first time this major championship will be played in the Pacific Northwest. Sahalee has previously hosted the 1998 PGA Championship, the 2002 NEC World Golf Championship and the 2010 U.S. Senior Open. It is anticipated that up to several thousand spectators will attend the tournament each day so the City's consultant, Pete Butkus of Butkus Consulting, coordinated with tournament officials, the City of Redmond and King County to develop a traffic management plan to mitigate traffic impacts to the City of Sammamish. The majority of the visitor parking will be at Marymoor Park in Redmond where shuttle buses will pick up and transport tournament visitors to the Sahalee Country Club.

The parking and speed limit (35MPH) restrictions will be placed on Sahalee Way NE from a point at the middle of the intersection with NE 36th Street to a point 400 feet south of the intersection with 217th Place beginning at 12:01 a.m. on Thursday, June 9, 2016 through 8:00 p.m. on Sunday, June 12, 2016. These restrictions are more limited in scope compared to those imposed during the 2010 U.S. Senior Open.

The City received several comments during an open house regarding potential traffic and parking impacts to special events that the area schools, the City (Farmers Market) or Mary Queen of Peace may have scheduled. The City's consultant is reaching out to those organizations to address those concerns.

Financial Impact:

The financial costs will be limited to minimal staff time and possible use of the City's electronic reader board signs and a few parking restriction signs.

Recommended Motion:

Approve resolution to temporarily restrict the speed limit to 35MPH and to restrict parking along a segment of Sahalee Way NE on June 9-12, 2016

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, PROVIDING FOR TEMPORARY SPEED
LIMIT CHANGES AND PARKING RESTRICTIONS TO
ENHANCE PUBLIC SAFETY DURING THE KPMG
WOMEN'S PGA CHAMPIONSHIP GOLF TOURNAMENT.**

WHEREAS, the KPMG Women's PGA Championship Golf Tournament will be held from Thursday, June 9, 2016 through Sunday, June 12, 2016 in the City of Sammamish at the Sahalee Country Club; and

WHEREAS, the Tournament is expected to attract up to several thousand spectators daily, thereby generating a demand for parking and traffic control; and

WHEREAS, adverse traffic impacts may occur to certain arterial streets in the absence of a traffic mitigation plan; and

WHEREAS, the traffic plan, as jointly developed between Tournament officials, the City of Sammamish, the City of Redmond and King County specifies that the majority of the off-site visitor public parking will take place at Marymoor Park, in Redmond; and

WHEREAS, the City is authorized to adjust arterial roadway speed limits under Washington Administrative Code Section 308-330-270(3) and to regulate roadway parking under Washington Administrative Code Section 308-330-270(5), as adopted and set forth in the Sammamish Municipal Code Section 46.05.010; and

WHEREAS, the roadway temporary speed limit change and temporary parking restrictions enacted by this resolution are necessary for the proper functioning of the Tournament and for the safety and welfare of the public,

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

Section 1. Temporary Speed Limit. For the purposes of enhancing and facilitating the movement of mass transit vehicles, Sahalee Way NE, from a point at the middle of the intersection with NE 36th Street to a point 400 feet south of the intersection with 217th Place NE will have a speed limit of thirty-five (35) miles per hour beginning at 12:01 a.m. on Thursday, June 9, 2016 through 8:00 p.m. on Sunday, June 12, 2016. This speed limit shall be effective when posted upon fixed or variable signs.

Section 2. Parking Restrictions Established. To facilitate the movement of mass transit vehicles and to provide for increased safety to other roadway users on Sahalee Way NE from NE 36th Street to a point 400 feet south of 217th Place NE there shall be no parking, standing or stopping of vehicles, except mass transit, at any time, beginning at 12:01 a.m. on Thursday, June 9, 2016 through 8:00 p.m. on Sunday, June 12, 2016.

Section 3. Tow-Away Zones Established. The restricted parking area set forth in Section 2 of this resolution is also designated as a tow-away zone. Upon determining that a vehicle is parked, stopped or standing in violation of this ordinance, any duly authorized law enforcement officer or other municipal officer with parking control responsibilities may issue a Notice of Infraction and cause the impoundment of the offending vehicle. Court fines and costs as well as towing and storage fees are the sole responsibility of the vehicle owner or agent.

Section 4. Installation of Signs. The City Manager shall cause temporary speed limit and parking restriction signs to be installed pursuant to this resolution. Such signs shall be of a temporary nature and removed once the restrictions are terminated.

Section 5. 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 resolution or its application to other persons or circumstances.

Section 6. Effective Date. This resolution 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 _____ of MARCH 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

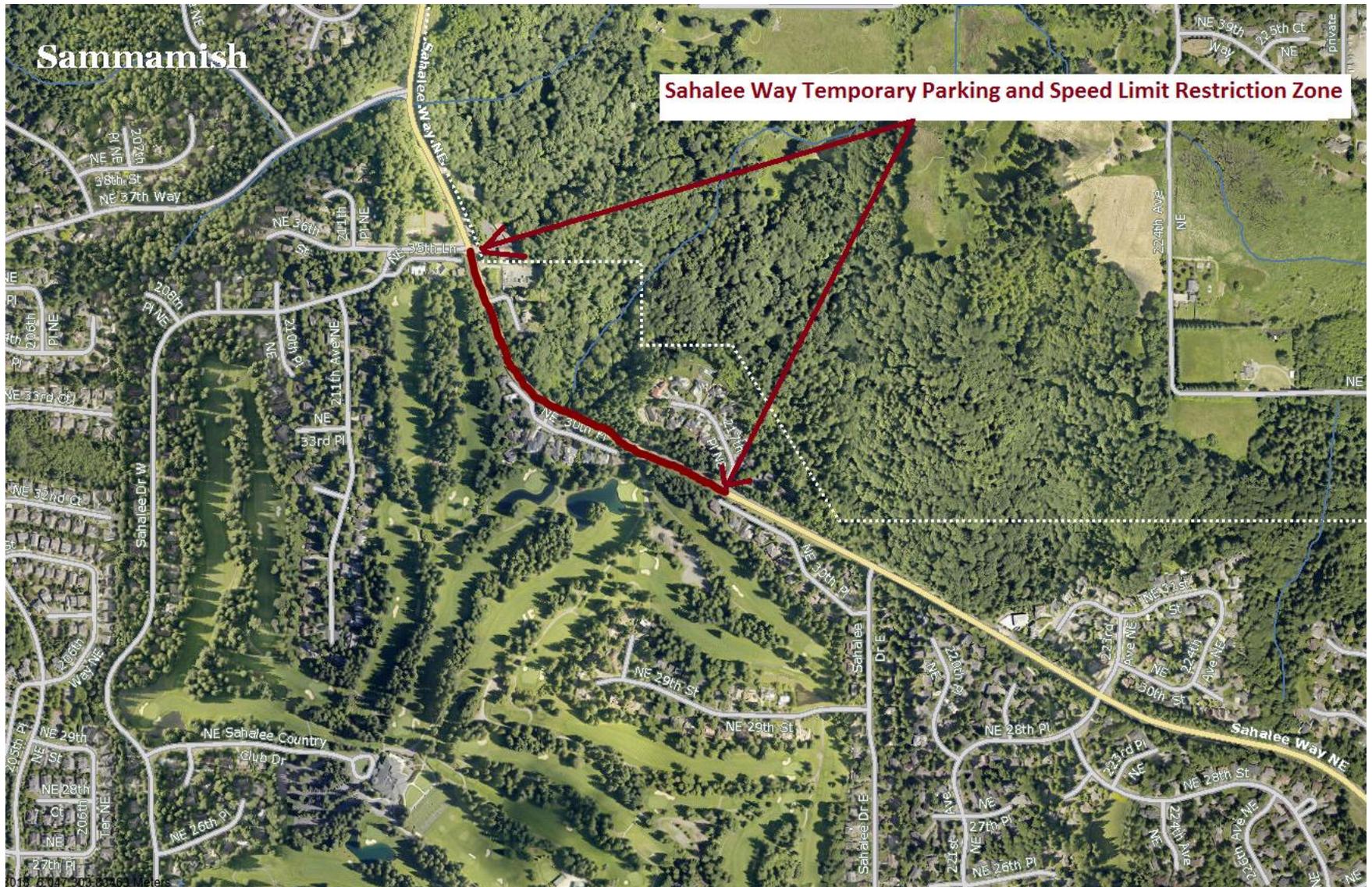
Exhibit 1

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk:	March 8, 2016
Passed by the City Council:	_____
Publication Date:	_____
Effective Date:	_____
Resolution:	R2016- _____

Exhibit 1



Sammamish

Sahalee Way Temporary Parking and Speed Limit Restriction Zone



Meeting Date: March 15, 2016

Date Submitted: 3/8/2016

Originating Department: Finance IT

Clearances:

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

Subject: Resolution to write off unpaid invoices exceeding the City Manager's \$10,000 limit.

Action Required: Approve the resolution

Exhibits: Resolution

Budget: Transportation Capital Improvement Fund/212th Snake Hill Other Improvements
(340-136-595-30-63-00)

Summary Statement:

This is a housekeeping item to remove unpaid invoices totaling \$11,620.06 from the city's books. Council approval is required by Resolution R2011-454 to write off unpaid invoices in excess of \$10,000.

Background:

Over the course of approximately 10 years the Brackmann's attempted to obtain permits to build on property they owned on a steep slope on 212th Way. Numerous issues arose around clear and grade work done in or near a wetland on their property resulting in code violations.

The City hired EA Adolfson as part of the permitting requirements to provide wetland review services including locating the edge of the wetland and site visits with the Department of Ecology to determine acceptable mitigation activities. The property owner subsequently withdrew their application to develop the property in 2012 and never reimbursed the City for the work performed by EA Adolfson totaling \$11,620.06. Efforts made by the City to collect the outstanding fees over the past several years were unsuccessful.

In 2015 the City purchased the same property in conjunction with the 212th Way road stabilization project. The work performed by EA Adolfson is still relevant and necessary to complete the design element of the project. Staff's recommendation is to utilize the work performed by EA Adolfson as part of the project and to write off the Brackmann's unpaid invoices.

Financial Impact:

The City will write off \$11,620.06 as uncollectable debt; however, the City will benefit from the work performed by EA Adolfson for the design of the 212th Way road stabilization project and will avoid incurring further costs for the same work required to complete the project.

Recommended Motion:

Approve the Resolution writing off \$11,620.06 as uncollectable debt.

**CITY OF SAMMAMISH
WASHINGTON**

RESOLUTION No. R2016-XXX

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, WRITING OFF UNPAID INVOICES FOR
WETLAND REVIEW ON PROPERTY SUBSEQUENTLY
PURCHASED BY THE CITY**

WHEREAS, the city has an account with unpaid accounts receivable invoices exceeding \$10,000.00 that has been outstanding for more than one year; and,

WHEREAS, all reasonable steps have been taken to collect the amount due; and,

WHEREAS, the unpaid invoices are for development related wetland review by an outside consultant on property the city has purchased; and,

WHEREAS, the city is able to use the information prepared by the outside consultant on a current road project; and,

WHEREAS, Resolution R2011-454 has limited the City Manager's authority to write off bad debts to those debts of \$10,000.00 or less:

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

Section 1. Authorize the write off of a current bad debt. The City Council hereby authorizes the write-off of the \$11,620.06 in unpaid invoices on the Brackmann property recently purchased by the city.

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ___ DAY OF MARCH, 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Exhibit 1

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

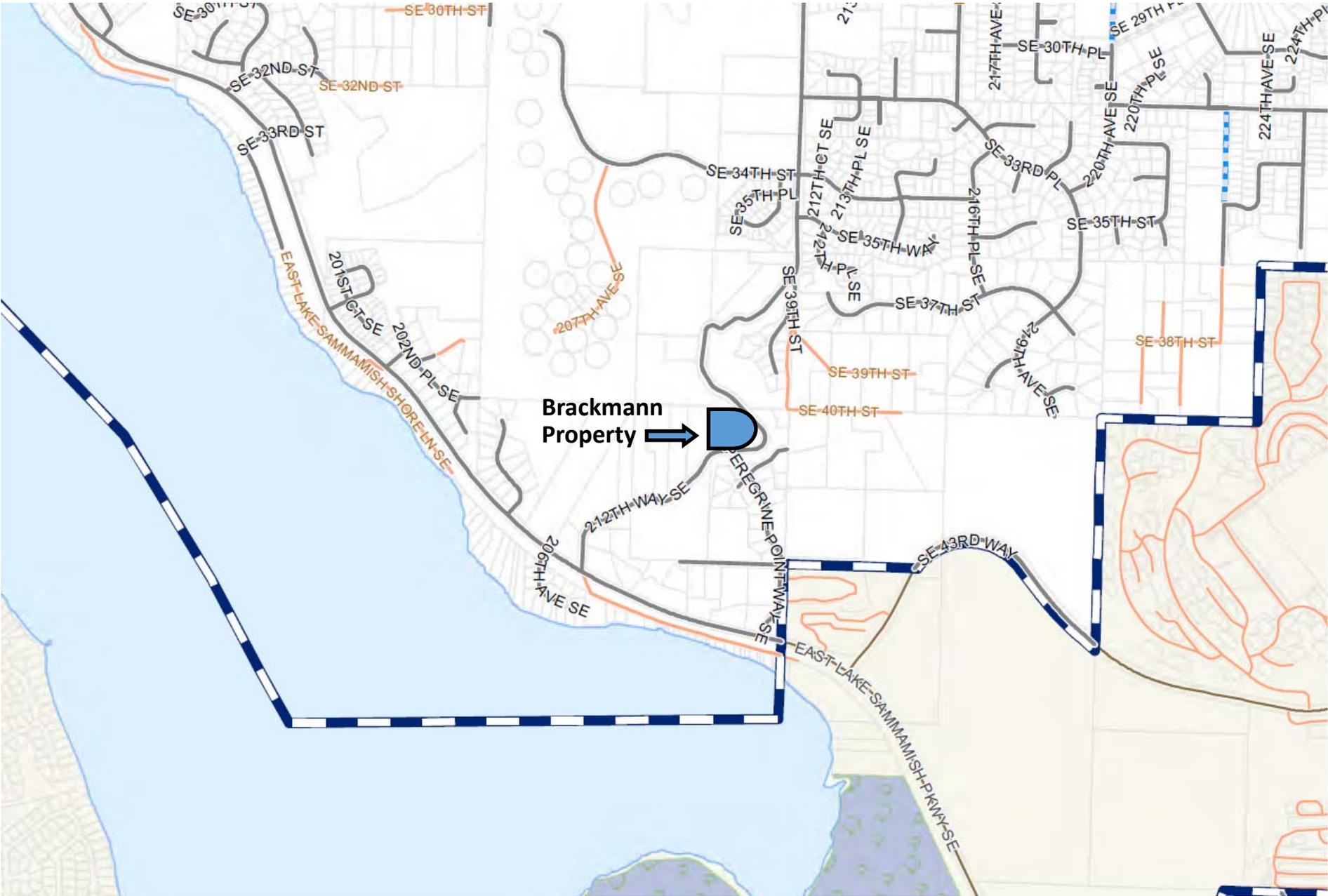
Filed with the City Clerk: March 8, 2016

Passed by the City Council:

Resolution No.:

Date Posted:

Brackmann Property - Vicinity Map





Meeting Date: March 15, 2016

Date Submitted: March 3, 2016

Originating Department: Public Works

Clearances:

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

Subject: Design of 228th Avenue SE – SE 32nd Street to Issaquah-Pine Lake Road Improvements

Action Required: Authorize the City Manager to execute a contract with David Evans and Associates, Inc. for the design of intersection improvements at 228th Ave SE from SE 32nd Street to Issaquah-Pine Lake Road.

Exhibits: Agreement for Services – David Evans and Associates, Inc.

Budget: \$800,000 in the 2015-2016 Transportation Capital Improvement Fund

Summary Statement:

The Public Works Department is seeking approval of a contract with David Evans and Associates, Inc. for the design of roadway improvements on 228th Avenue SE from SE 32nd Street to Issaquah-Pine Lake Road SE. The contract will provide traffic analysis, engineering design and preparation of plans, specifications, cost estimates and bid documents for this project. The project intends to improve the function of the intersection of 228th Avenue SE & Issaquah Pine Lake Road by creating an additional southbound through lane and lengthening the east and westbound left turn pockets.

Project design is planned to be completed by October of this year, with construction advertisement in November.

Background:

The 228th Avenue Corridor Study Traffic Analysis Report was completed in 2013. The study evaluated traffic operations within the corridor, including the year 2020 condition with the developments of the Town Center and a completed Community and Aquatic Center. The report recommended the implementation of an Intelligent Transportation System (ITS), which has been installed, as well as the intersection improvements at the Issaquah Pine Lake Road.

Staff invited seven firms from the City's consultant roster to submit qualifications and a project approach. Two firms submitted proposals, and staff has selected David Evans and Associates as the most qualified consultant to complete this work based upon its proposal and the qualifications of its project team.

Financial Impact:

The project design contract with David Evans and Associates is for a total of \$97,201, to which staff recommends adding a management reserve of \$20,000. This total is within the design budget of \$125,000 contained in the 2015-2016 Transportation Capital Improvement Fund for design of this project. The construction budget for this project is \$675,000.

Recommended Motion:

Authorize the City Manager to execute a contract with David Evans and Associates, Inc. to provide engineering design services for the improvement of 228th Avenue SE from SE 32nd Street to Issaquah-Pine Lake Road in the amount of \$97,201, and to administer a design contract management reserve in the amount of \$20,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: David Evans and Associates, Inc. (DEA)

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and DEA, 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 \$97,201.00

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, 2016, 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. It is further specifically and

Exhibit 1

expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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:

Exhibit 1

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.

Exhibit 1

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 David Evans and Associates, Inc.
Contact Name Scott Soiseth, P.E.
Street Address 415 - 118th Avenue SE
City, State Zip Bellevue, WA 98005
Phone Number (425) 519-6500
Email sbs@deainc.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.

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

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: Scott B. Soiseth

Print Name: _____

Print Name: Scott Soiseth, P.E.

Title: City Manager

Title: Sr. Associate

Date: _____

Date: 3/2/16

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A

**CITY OF SAMMAMISH
228TH AVENUE SE
SE 32ND STREET TO ISSAQUAH-PINE LAKE ROAD**

Scope of Services

Prepared by:

**David Evans and Associates, Inc.
415 118th Avenue SE
Bellevue, WA 98005**

March 3, 2016

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TASK 1.00 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES

1.01 Project Description

The City of Sammamish (CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) to complete a traffic analysis and memorandum to determine the operational benefit of a southbound auxiliary through lane through the intersection of 228th Avenue SE and Issaquah-Pine Lake Road. In addition, the traffic analysis will provide the required left-turn pocket length for the eastbound and westbound approaches of the intersection. Plans, Specifications, and Estimate (PS&E) documents for the intersection improvements will be prepared based on the recommendations outlined in the traffic analysis memorandum. The PS&E will also include repainting of the existing four signal poles at the intersection that are experiencing extensive paint peeling.

The major features of the project include:

- Traffic analysis.
- Environmental documentation.
- Right-of-Way needs determination.
- Preliminary and final submittals of contract documents.

1.03 Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall maintain a project file for pertinent work items. The CLIENT review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CLIENT as part of this agreement:

- 3 copies each of the draft and final Traffic Analysis
- 3 copies each of the draft and final EZ-1 Form
- 3 copies each of the draft and final SEPA Checklist
- 3 copies each of the draft and final Drainage TIR
- 3 copies of the 60% PS&E (11"x17" at 1"=40' scale and electronic PDF) for review by the CLIENT
- 3 copies of the 95% PS&E (11"x17" at 1"=40' scale and electronic PDF) for review by the CLIENT
- 1 electronic copy of the PS&E bid set
- 1 unbound copy of the final set of specifications
- 1 copy of the stamped and signed final plan set
- Electronic bid documents to Builders Exchange
- 3 copies each of the draft and final Geotechnical Report
- Potential Subsurface Conflicts Spreadsheet

1.04 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, G.I.S. maps, and other mapping information as available to the CONSULTANT.
- Provide all City standard specifications and City bid forms in Microsoft Word format.

Exhibit 1

- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed or revisions.

1.05 Project Assumptions

- All drawings will be prepared in AutoCAD 2013 format, utilizing the CONSULTANT's CADD standards, and drawn at one inch equals forty feet for 11" x 17" plans. Only 11"x17" plans will be developed for this Scope of Services.
- Specifications will follow WSDOT/APWA Standard Specifications 2014 and the City of Sammamish's General Special Provisions.
- The project duration for final design is assumed to be five (5) months.

TASK 2.00 PROJECT MANAGEMENT AND QUALITY CONTROL

2.01 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

2.02 Develop Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 5-month design completion of the project. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates.

2.03 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (6 total).

2.04 Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and

Exhibit 1

guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

The CONSULTANT shall prepare for, attend, and document up to three (3) meetings with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend one meeting every month with the CLIENT's project manager for the duration of the project. The meetings will be held via conference call.

Deliverables:

- Meeting Minutes (3 total).

2.05 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.06 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

TASK 3.00 SURVEY

3.01 Field Review

The CONSULTANT and project team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, mail boxes, on-street parking, ADA compliance, utilities (underground and overhead), potential intersection site distance and clear zone issues, and drainage issues.

3.02 Data Collection

The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CLIENT and respective utility agencies for inclusion in the mapping.

3.03 Horizontal and Vertical Control Network

The CONSULTANT shall establish supplemental horizontal and vertical control points as needed throughout the project limits for the purpose of performing surveying services. Horizontal and vertical control points shall be based upon at least two local control monuments which will then be referenced

Exhibit 1

on the final drawings. These monuments shall serve as the basis of the horizontal coordinates and control of the site.

The CONSULTANT shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

3.04 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The CONSULTANT shall utilize previously established centerlines and right-of-ways within the project limits for preparation of the right-of-way base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon readily available public records and maps. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

3.05 Topographic Survey

The CONSULTANT shall prepare a project topographic base map. This base map will incorporate City and franchise utility 'as-built' information, right-of-ways and road centerlines, property lines, and other existing features within the project limits including:

- a. Pavement limits
- b. Driveways
- c. Fences
- d. Storm drainage structures with pipe invert elevations
- e. Sanitary sewer manholes with pipe invert elevations
- f. Water valves, fire hydrants, and associated features with nut elevations
- g. Electrical power vaults and associated surface features
- h. Telephone manholes and pedestals
- i. Natural gas valves, meters, and warning markers
- j. Cable TV pedestals
- k. Street lighting
- l. Signage
- m. Utility poles
- n. Overhead wires, guy wires
- o. Meters
- p. Road channelization
- q. Trees
- r. Street markings

The limits of the project area surveyed along 228th Avenue SE will be defined as follows:

- The northerly limits being the southerly right-of-way margin of SE 30th Street/Issaquah-Pine Lake Road.
- The southerly limits being the southerly right-of-way margin of SE 32nd Street.
- The easterly limits being the centerline of 228th Avenue SE.
- The westerly limits being the westerly right-of-way margin of 228th Avenue SE.

The CONSULTANT will contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

Exhibit 1

The CONSULTANT will prepare the final topographic survey map with a one-foot contour interval. The mapping shall be plotted at a scale of one inch equals forty feet (1"=40').

In addition to the survey defined above, the CONSULTANT will provide a limited base map in CADD format showing existing channelization and curb lines along roadways extending 750 feet in each direction from the intersection of 228th Avenue SE and Issaquah-Pine Lake Road.

Deliverables:

- Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD.

TASK 4.00 ENVIRONMENTAL DOCUMENTATION

This Scope of Services includes preparation of environmental documentation and permits in compliance with local, state, and federal regulations. The Scope of Services identifies this and other key assumptions that the CONSULTANT has relied upon in determining the CONSULTANT's effort, fee, scope, and schedule for the project. The CONSULTANT and the CLIENT agree to renegotiate these terms in the event a key assumption becomes invalid.

4.01 Section 106 and Executive Order 05-05 Compliance

This project does not involve federal approvals or funding and is therefore not subject to Section 106 requirements. The project will need to comply with Executive Order (EO) 05-05, which requires that all state agencies with capital improvement projects integrate the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned Tribes into their capital project planning process. Any capital construction project or land acquisition project for the purpose of capital construction requires EO 05-05 review. DAHP reviews the project during its planning phase to determine whether the project will require review under EO 05-05. According to DAHP, the majority of projects do not require any further action following an initial review. The initial review includes submitting an EZ-1 form to DAHP and the Tribes.

Executive Order 05-05 Process

The CONSULTANT will complete a DAHP EZ-1 form to initiate compliance with EO 05-05 and will send the completed form to DAHP and interested Tribes. DAHP will respond within 30 days of receiving the EZ-1 form with concerns, comments, or concurrence on the APE. With concurrence, DAHP will recommend: (1) preparation of a Cultural Resource Report, or (2) no further work. This scope does not include preparation of a Cultural Resource Report.

Assumptions:

- One round of review by the CLIENT is included in this scope.
- This scope includes one round of changes in response to DAHP comments.
- A Cultural Resource Report is not included in this scope.

Deliverables:

- Draft EZ-1 Form for CLIENT review.
- Final EZ-1 Form for DAHP concurrence.

Exhibit 1

4.02 State Environmental Policy Act (SEPA)

Enacted by the Washington Legislature in 1971, the State Environmental Policy Act (SEPA) helps state and local agencies in Washington identify possible environmental impacts that could result from governmental decisions such as constructing public facilities like a new school, highway, or water pipeline. The City of Sammamish will be the lead SEPA agency for this project. The CONSULTANT shall prepare a SEPA Checklist for the project in pursuit of a Determination of Non-Significance (DNS).

Draft SEPA Checklist

The CONSULTANT will prepare a Draft SEPA checklist based predominately upon a site visit, on-line research of environmental conditions in the study area, and the City's Comprehensive Plan and other City planning documents. The CONSULTANT assumes that up to two rounds of review may be required.

Final SEPA Checklist

The CONSULTANT will submit a Final SEPA Checklist to the City for use in preparing a threshold determination.

Deliverables:

- Draft SEPA Checklist.
- Final SEPA Checklist.

Assumptions:

- Up to two rounds of City review may be required.
- There are no locally-regulated critical areas located within the project area, and preparation of a Critical Areas Report is not required.
- A SEPA Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS) will be issued for the project.

4.03 Local Permits

The CLIENT shall prepare all permits for the project.

TASK 5.00 TRAFFIC MODELING AND ANALYSIS

The City's VISUM travel demand model and SYNCHRO operation model in the existing 2016 condition and 2035 condition in the PM peak hour will be the basis of traffic analysis for the project. The CONSULTANT shall model the 2016 existing/opening year condition and 2035 design year for both the AM and PM peak hours. The traffic analysis will focus on the 228th Avenue SE/Issaquah-Pine Lake Road intersection level of service (LOS) and queuing.

5.01 VISUM Travel Demand Forecasting in PM Peak Hour

The CONSULTANT shall obtain intersection turning movement counts for both the AM and PM peak hours from the City at the study intersection to analyze the 2016 conditions. The existing traffic count ratios between the AM peak hour and the PM peak hour will be used to estimate the future AM traffic volumes for the future scenario. The modeling assumptions, methodology, and forecasted volumes shall be documented in the Traffic Technical Report in Tasks 5.2 and 5.3.

The CONSULTANT shall document existing 2016 and forecast future 2035 "no-build" traffic volumes at the study area intersection using the City-provided traffic counts and citywide VISUM travel demand models.

Exhibit 1

The citywide VISUM models will also be modified to represent the “build” traffic volumes. This modification will include the southbound auxiliary through lane at the project intersection for the opening year 2016 and design year 2035 “build” VISUM models.

The CONSULTANT shall then perform intersection LOS analysis for the studied intersection using the Highway Capacity Manual 2000 (HCM 2000) methodology (to be consistent with the methodology used in the City’s concurrency modeling). Intersection LOS will be analyzed using the citywide SYNCHRO model that applies the HCM 2000 methodology.

Deliverables:

- Existing 2016 traffic counts (provided by the City) and 2035 future traffic volumes in both the AM and PM peak hours at the project intersection.
- Updated VISUM Travel Demand Model Files.
- SYNCHRO Intersection LOS and Queue Length Summaries for the studied intersection.

5.02 Traffic Technical Report

The National Cooperative Highway Research Program (NCHRP) Report 707 – “Guidelines on the Use of Auxiliary Through Lanes at Signalized Intersections” provides a very applicable methodology that will be used to assess the viability of the proposed auxiliary through lane given the physical constraints of the study area intersection. The Traffic Technical Report shall document the assumptions, methodology, findings, conclusions, and recommendations of traffic modeling, traffic operational analysis, and collision analysis. Desired turn and through lane storage lengths for the 228th Avenue SE/Issaquah-Pine Lake Road intersection will be highlighted.

Deliverables:

- Traffic Technical Report (draft), hard copy and electronic (PDF) format.

5.03 Update to Traffic Technical Report

The City staff shall review the Traffic Technical Report and provide one set of consolidated non-conflicting comments to the CONSULTANT in written format. The CONSULTANT shall revise the report to respond to the comments of the City staff. A final report shall be submitted to the City’s Project Manager. The CONSULTANT shall revise the report one time only.

Deliverables:

- Traffic Technical Report (final), hard copy and electronic (PDF) format.

5.04 Transportation Commission Meeting

The CONSULTANT shall present the findings of the Traffic Technical Report to the City’s Transportation Commission. The purpose of the meeting is for the City’s Transportation Commission to provide direction on whether the auxiliary through lane concept will move forward into PS&E under Task 6.00.

TASK 6.00 DESIGN

6.01 Project Site Visits (2 Total)

The CONSULTANT shall conduct up to two (2) site visits during the project to resolve design issues. CLIENT staff shall be present at the site visits, if requested.

Exhibit 1

6.02 Storm Drainage

The new impervious area is greater than 2,000 square feet; therefore a drainage report is required. The CONSULTANT shall:

- Determine the new pervious and impervious areas.
- Evaluate project requirements for detention and water quality design.
- Determine the existing drainage systems and drainage basins for the project area.
- Develop drainage system improvements for this project, including detention and water quality treatment if required.
- Prepare a Drainage Technical Information Report (TIR) that summarizes the efforts of this task and includes any calculations.
- Submit the TIR for CLIENT review.
- Assume there will be one set of comments on the TIR and one revision.

Deliverables:

- Draft Drainage TIR.
- Final Drainage TIR.

Assumptions:

- Detention pipe or LID French drain or medial filter drain will be evaluated for flow control.
- Water quality will consist of catch basin biofiltration or stormfilter canisters if required.

6.03 Preliminary and Final Design (60% and 95% Completion)

The CONSULTANT shall bring the design to a 100% completion level with intermediate milestones at the 60% and 95% completions, and shall participate in a review coordination meeting to respond to CLIENT staff questions and comments at each of the two stages. Review comments will be responded to and incorporated as directed by the CLIENT Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (60% and 95%).
- Roadway sections (typical and special) (60% and 95%).
- Roadway plans and profiles (60% and 95%).
- Roadway details (60% and 95%).
- Drainage conveyance plan, profiles, and details (60% and 95%).
- Channelization and signing plans (60% and 95%).
- Driveway plan/profiles (60% and 95%).
- Landscaping plans (60% and 95%).
- Landscaping details (60% and 95%).
- Temporary erosion control plans (TESC) (60% and 95%).
- Contract documents and specifications (60% and 95%).
- Cost estimate (60% and 95%).

Deliverables:

- Three (3) hard copies of the 60% and 95% PS&Es (11"x17") and electronic PDF.

5.04 Prepare Ad Ready Documents

The CONSULTANT shall prepare the following in accordance with the CLIENT's review comments from the 95% final design and coordination meeting and in accordance with regulatory agency permit conditions:

Exhibit 1

- Modifications and/or revisions in response to CLIENT review comments from the 95% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CLIENT standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of a final (100% completion) list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

Deliverables:

- Electronic submittal of Ad Ready PS&E to Builders Exchange.
- One (1) unbound set of contract specifications.
- One (1) set of reproducible 11"x17" signed plan sheets.

5.05 Assistance During Bid Period

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The CONSULTANT shall obtain written authorization from the CLIENT prior to providing any of the following services:

- If requested, the CONSULTANT shall assist the CLIENT during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the CLIENT in preparing any addenda required to the level of budget provided in this agreement.

Deliverables:

- Response to bidder questions and bid document addenda.

TASK 6.00 UTILITY COORDINATION

6.01 Utility Coordination

The CONSULTANT will transmit two copies of the roll plot/plans at major milestone submittals (30% and 60%) to utility providers. The need for utility relocations (if any) will be identified. Utility agencies will be asked to verify the accuracy and location of their respective facilities. Communications with the utility providers will be documented by the CONSULTANT and provided to the CLIENT. The CONSULTANT will request that the utilities determine if they have improvements that they would prefer to have relocated prior to, or coincident with, this project. The CONSULTANT will prepare meeting notes and distribute them to participants. It is assumed that one (1) face-to-face meeting with the utility companies will be required.

6.02 Utility Conflict Resolution

The CONSULTANT will provide identification, documentation, and resolution of potential subsurface conflicts between utilities and proposed CLIENT facilities. The CONSULTANT will also provide identification, documentation, and resolution of potential surface and above-ground conflicts between utilities and proposed CLIENT facilities.

A subsurface utility investigation will be conducted, if necessary, to better identify potential utility conflicts. A maximum of four (4) potholes is assumed. The CONSULTANT shall coordinate with the utility potholing vendor if requested.

Exhibit 1

Deliverables:

- Utility Meeting Notes.
- Potential subsurface conflict spreadsheet.

TASK 7.00 CONSTRUCTION SUPPORT SERVICES (IF REQUESTED)

7.01 Construction Support Services

If requested as part of this agreement, the CONSULTANT will provide construction support throughout the project to respond to RFIs, and will attend construction progress and coordination meetings as directed by CLIENT staff. Services may range from an on-call basis to complete construction documentation and administration. Construction assistance duties may include the following:

- Assist with/coordinate the Pre-Bid conference.
- Coordinate and review shop drawings and catalogue cuts with CLIENT staff.
- Review material certifications and coordinate with CLIENT staff.
- Respond to RFIs from the Contractor and CLIENT Project Manager.
- Provide construction engineering.
- Attend site visits as requested by the CLIENT.
- Provide on-site observation and quality control.
- Review Contractor's request for changes.
- Attend meetings as requested by the CLIENT and provide meeting minutes.
- Provide construction surveying and monumentation, as requested by the CLIENT.
- Provide construction administration.
- Project close-out.

Assumptions:

- The CONSULTANT will assist on this task to the level of budget provided in this agreement.

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit D
CITY OF SAMMAMISH
228TH AVENUE SE - SE 32ND TO ISSAQUAH-PINE LAKE ROAD IMPROVEMENTS
Cost Estimate

David Evans and Associates, Inc.

Classification	Hrs.	x	Rate	=	Cost
1 Project Manager (PMGR)	134		\$ 201.00	\$	26,934
2 QA/QC Manager (MGPE)	16		\$ 201.00	\$	3,216
3 Sr. Professional Engineer (SPEN)	5		\$ 207.09	\$	1,035
4 Design Engineer (DEEN)	202		\$ 92.89	\$	18,763
5 Sr. CADD Technician (SCAD)	77.5		\$ 129.43	\$	10,031
6 Survey Manager (SVYM)	4		\$ 188.82	\$	755
7 Sr. Prof. Land Surveyor (PLSU)	5		\$ 167.50	\$	838
8 Survey Technician (SVTE)	24		\$ 97.46	\$	2,339
9 Party Chief (PCHF)	24		\$ 109.64	\$	2,631
10 Instructment Person (INST)	24		\$ 85.27	\$	2,047
11 Transportation Engineer (TTE3)	52		\$ 129.80	\$	6,750
12 Sr. Environmental Planner (SEVP)	32		\$ 122.73	\$	3,927
13 Sr. Landscape Architect (SLAN)	20		\$ 150.75	\$	3,015
14 Sr. Landscape Designer (SLAD)	47		\$ 112.38	\$	5,282
15 Administrative Assistant (ADMA)	41		\$ 93.19	\$	3,821
16 Project Administrator (PADM)	12		\$ 105.31	\$	1,264
17 Engineering Mgr (ENGM)	4		\$ 274.10	\$	1,096
Total Hrs.		723.5			

Salary Cost **\$ 93,745**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Reports	6		\$70 est.	\$ 420
Potholing	4	@	\$600	\$ 2,400
Mail/Deliveries/Fed Ex	2		\$30 est.	\$ 60
Underground Utility Locates	4	hours @	\$90	\$ 360
Mileage	400	miles @	\$0.54 /mile	\$ 216
Subtotal				\$ 3,456

DEA Subtotal **\$ 97,201**

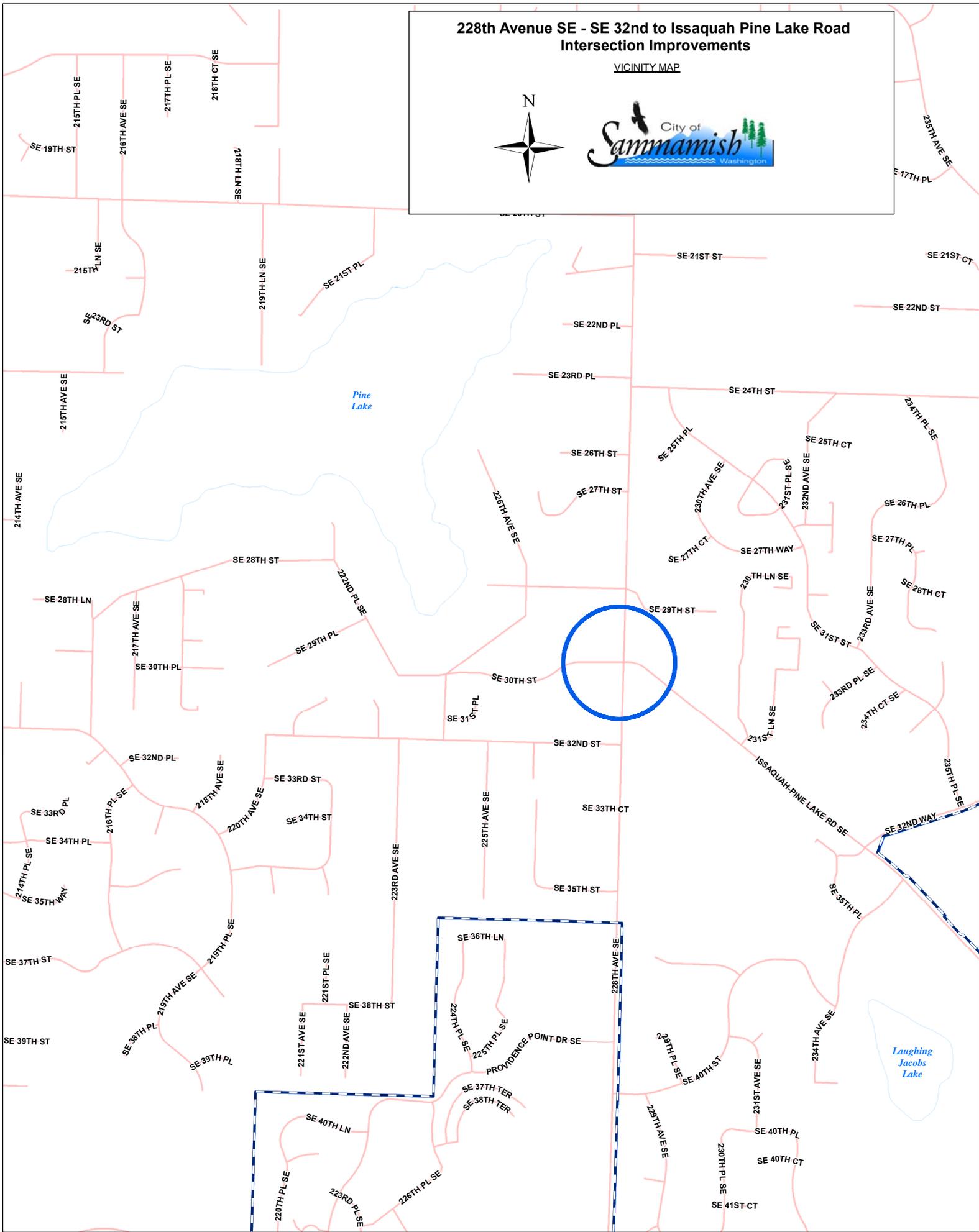
Total Contract Amount **\$ 97,201**

**Exhibit D
CITY OF SAMMAMISH
228TH AVENUE SE - SE 32ND TO ISSAQUAH-PINE LAKE ROAD IMPROVEMENTS
Hour Estimate**

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	DEA	DEA		
Item No.	Work Item	Project Manager (PMGR)	QA/QC Manager (MGPE)	Sr. Professional Engineer (SPEN)	Design Engineer (DEEN)	Sr. CADD Technician (SCAD)	Survey Manager (SVYM)	Sr. Prof. Land Surveyor (PLSU)	Survey Technician (SVTE)	Party Chief (PCHF)	Instrument Person (INST)	Transportation Engineer (TTE3)	Sr. Environmental Planner (SEVP)	Sr. Landscape Architect (SLAN)	Sr. Landscape Designer (SLAD)	Administrative Assistant (ADMA)	Project Administrator (PADM)	Engineering Mgr (ENGM)	Total hrs	Total \$		
2.00	Project Management and Quality Control																					
2.01	Project Management (2 hrs/week for 5 mo)	40																		40	\$8,040	
2.02	Develop Project Schedule and Monthly Updates	4																		4	\$804	
2.03	Monthly Invoices/Progress Reports (6 Total)	6														3	3			12	\$1,802	
2.04	Progress Meetings (3 total Conference Calls)	3			3											3				9	\$1,161	
2.05	Quality Control/Quality Assurance Review		16															2		18	\$3,764	
2.06	Change Management	4														4				8	\$1,177	
	Work Item 2.00 Total	57	16		3											10	3	2		91	\$16,748	
3.00	Survey																					
3.01	Field Review						1	1												2	\$356	
3.02	Data Collection	1					1	1	2											5	\$752	
3.03	Horizontal and Vertical Control Network							1	6	8	8									23	\$2,312	
3.04	Establish Road Centerline Alignments and Right-of-Way (Base Map)						1	1												2	\$356	
3.05	Topographic Survey						1	1	16	16	16									50	\$5,034	
	Work item 3.00 Total	1					4	5	24	24	24									82	\$8,811	
4.00	Environmental Documentation																					
4.01	Executive Order 05-05 Compliance (Draft and Final)	1			1	1							8							11	\$1,405	
4.02	SEPA																					
	Prepare and Submit Draft SEPA	1										16					2			19	\$2,375	
	Prepare and Submit Final SEPA	1									8						1			10	\$1,288	
4.03	Local Permits																					
	Work Item 4.00 Total	3			1	1							32				3			40	\$5,069	
5.00	Traffic Modeling and Analysis																					
5.01	Visum Travel Demand Forecasting in PM Peak Hour											24								24	\$3,115	
5.02	Traffic Technical Report	1										20					4			25	\$3,218	
5.03	Update Traffic Technical Report	1									8						2			11	\$1,450	
5.04	Transportation Commission Meeting	3			3											3				9	\$1,161	
	Work Item 5.00 Total	5			3							52				3	6			69	\$8,945	
6.00	Design																					
6.01	Project Site Visits (2 Total)	4			4										2					10	\$1,400	
6.02	Storm Drainage																					
6.02.1	Draft TIR	1		4	24	4										2				35	\$3,963	
6.02.2	Final TIR	1		1	4	1										2				9	\$1,095	
	Work Item 6.02 Subtotal	6		5	32	5									2	4				54	\$6,459	
6.03	Preliminary and Final Design (60% and 95% Completion)																					
6.03.1	Preliminary Design (60% Completion)																					
6.03.1.1	Cover Sheet				0.5	1														1.5	\$176	
6.03.1.2	Roadway Typical Sections				6	2														8	\$816	
6.03.1.3	Roadway Plans and Profiles				24	6														30	\$3,006	
6.03.1.4	Roadway Details				8	4														12	\$1,261	
6.03.1.5	Storm Drainage Plan/ Profiles				6	2														8	\$816	
6.03.1.6	Storm Drainage Details				4	1														5	\$501	
6.03.1.7	Channelization and Signing Plans				4	1														5	\$501	
6.03.1.8	Driveway Plan/Profiles				2	1														3	\$315	
6.03.1.9	Landscaping Plans													2	8					10	\$1,201	
6.03.1.10	Landscaping Details													1	2					3	\$376	
6.03.1.11	TESC Plans				3	1														4	\$408	
6.03.1.12	Contract Specifications	24												2		8				34	\$5,871	
6.03.1.13	Construction Cost Estimate				8										2	1				11	\$1,061	
6.03.1.14	Deliverable Assembly				2	2										1				5	\$538	
	Work Item 6.03.1 Subtotal	24			67.5	21								5	12	10				139.5	\$16,846	
6.03.2	Preliminary Design (95% Completion)																					
6.03.2.1	Cover Sheet				0.5	0.5														1	\$111	
6.03.2.2	Roadway Typical Sections				4	2														6	\$630	
6.03.2.3	Roadway Plans and Profiles				16	8														24	\$2,522	
6.03.2.4	Roadway Details				2	2														4	\$445	
6.03.2.5	Storm Drainage Plan/ Profiles				4	2														6	\$630	
6.03.2.6	Storm Drainage Details				4	2														6	\$630	
6.03.2.7	Channelization and Signing Plans				1	1														2	\$222	
6.03.2.8	Driveway Plan/Profiles				2	2														4	\$445	
6.03.2.9	Landscaping/Irrigation													6	16					22	\$2,703	
6.03.2.10	Landscaping/Irrigation Details													4	12					16	\$1,952	
6.03.2.11	TESC Plans				2	1														3	\$315	
6.03.2.12	Contract Specifications	16												4		8				28	\$4,565	
6.03.2.13	Construction Cost Estimate				8										2	1				11	\$1,061	
6.03.2.14	Deliverable Assembly				2	2										1				5	\$538	
	Work Item 6.03.2 Subtotal	16			45.5	22.5								14	30	10				138	\$16,769	
6.04	Prepare Ad Ready Documents																					
6.04.1	Incorporate 95% Comments				12	6														18	\$1,891	
6.04.2	Final Plans				8	6								1	2					17	\$1,895	
6.04.3	Final Specifications	4														2				6	\$990	
6.04.4	Final Construction Estimate				2											1				3	\$279	
6.04.5	Upload Ad-Ready Documents to Builder Exchange website					2										1				3	\$352	
	Work Item 6.04 Subtotal	4			22	14								1	2	4				47	\$5,408	
6.05	Assistance During Bid Period																					
6.05.1	Prepare Addenda	2			2	4														8	\$1,106	
6.05.2	Respond to Bidder Questions	2			2	2														6	\$847	
	Work Item 6.05 Subtotal	4			4	6														14	\$1,952	
	Work Item 6.00 Total	56		5	173	68.5								20	47	28				397.5	\$48,134	
7.00	Utility Coordination																					
7.01	Utility Coordination/Meeting	6			6	4														2	\$2,829	
7.02	Utility Conflict Resolution	2			4															6	\$774	
	Work Item 7.00 Total	8			10	4														2	24	\$3,603
8.00	Construction Support Services (If requested)																					
8.01	Construction Support Services	4			12	4														20	\$2,436	
	Work Item 8.00 Total	4			12	4														20	\$2,436	
	EXPENSES																					\$3,456
PROJECT WORK TOTALS ITEMS 1.0 - 8.0		134	16	5	202	77.5	4	5	24	24	24	52	32	20	47	41	12	4		723.5	\$97,201	
	Management Reserve Total																					
TOTAL CONTRACT AMOUNT		134	16	5	202	77.5	4	5	24	24	24	52	32	20	47	41	12	4		723.5	\$97,201	

228th Avenue SE - SE 32nd to Issaquah Pine Lake Road Intersection Improvements

VICINITY MAP





Meeting Date: March 15, 2016

Date Submitted: March 2, 2016

Originating Department: Public Works

Clearances:

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

Subject: 2016 Engineering Support Services Contract

Action Required: Authorize the City Manager to execute a contract with HDR Engineering, Inc. for an amount not to exceed \$150,000 to provide as needed engineering support services.

Exhibits: Agreement for Services – HDR Engineering, Inc.

Budget: \$150,000 appropriated in various Public Works and Parks & Recreation Department project funds in the adopted 2015-16 Budget.

Summary Statement:

The Public Works Department is seeking a contact with HDR Engineering, Inc. to assist staff in general engineering services this year. These services may entail such services as roadway design, traffic analysis, cost estimates, grant writing or related work items that may be required. These services will be used as-needed and will support transportation, drainage or parks projects.

Background:

Engineering support services contracts provide staff with the ability to utilize experienced and specialized resources on a temporary and as-needed basis. Firms selected for this work offer engineering professionals in multiple engineering disciplines, allowing staff to quickly address project needs and extend its own capabilities.

Six firms from the City's consultant roster responded to a request for qualifications issued by the city. These submittals were reviewed, and HDR Engineering, Inc. was selected as the most qualified firm to provide the needed services based on their depth of experience and breadth of engineering disciplines. This contract will provide the city with general engineering services thru December 31, 2017.

Financial Impact:

This contract allows department directors to authorize individual task orders tailored for specific public works or parks project needs. Each specific project will utilize its adopted budget to pay for these services. Task orders are written for discreet work items, typically under \$15,000.

Recommended Motion:

Authorize the City Manager to execute a contract with HDR Engineering, Inc. to provide professional engineering support services on an as-needed basis, in an amount not to exceed \$150,000.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: HDR Engineering, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and HDR Engineering, 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 \$150,000

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, 2017, 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

Exhibit 1

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

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.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

Exhibit 1

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.

Exhibit 1

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 HDR Engineering, Inc.
Contact Name Scott Johnson
Street Address 500 108th Ave NE, Suite 1200
City, State Zip Bellevue, WA 98004
Phone Number 425.468.1571
Email Scott.Johnson@hdrinc.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.

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

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:  _____

Print Name: _____

Print Name: Karen M. Doherty

Title: City Manager

Title: Senior Vice President

Date: _____

Date: January 29, 2016

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A
SCOPE OF WORK

CIVIL ENGINEERING SUPPORT SERVICES

HDR Engineering, Inc.

General Scope of Work

The CONSULTANT shall furnish all services and labor necessary to accomplish these tasks, and provide all materials, supplies, equipment, and incidentals, except as designated elsewhere in the AGREEMENT, necessary to prepare and deliver to the CITY the studies, plans, specifications, estimates, and other deliverable item(s) requested by the CITY.

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

- Design services may include; project definition and scope development; project management; preliminary and final designs and required studies for small capital projects; preparation of probable construction and project costs; studies; feasibility analysis'; roundabout layout, feasibility review, and design.
- Transportation analysis services may include; Roundabout analysis, roadway, intersection, and roundabout level of service calculations, roadway and roundabout capacity calculation.
- Engineering Review services may include general engineering plan review of subdivision and short plat engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Survey services may include large and small-scale topographic, and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, imaging, geodetic surveying services, and construction surveying.
- Survey review services may include; short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments.
- Other related work requested by the CITY

Consultant will be paid on either a time and materials basis in accordance with the rates presented in Exhibit D, or, at the City's option, a fixed fee as negotiated for a specific task.

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

Authorization of Work

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

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

Exhibit 1

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

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

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



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

Table with 2 columns: Description, Amount. Rows include 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, you 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:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE
City of Sammamish Civil Engineering Support Services
Labor Categories

Employee Classification	Job Code	Description of Job Code	Direct Salary Cost		Overhead		Fixed Fee/Profit		Loaded Labor Rates (Direct + OH + FF)	
			NTE Hourly	155.7200%	X	DSC NTE Hourly	31.0%	X	DSC NTE Hourly	NTE Hourly
2016										
ACT02		Accounting Asst Sr	\$ 43.29			\$ 67.41		\$ 13.42		\$ 124.12
ACT21		Financial Analyst Sr	\$ 48.88			\$ 76.11		\$ 15.15		\$ 140.14
ADM10		Administrator	\$ 41.40			\$ 64.47		\$ 12.83		\$ 118.70
ARC21		Architect Project Design	\$ 58.89			\$ 91.71		\$ 18.26		\$ 168.86
CCI01		CADDTechnician Civil 1	\$ 32.43			\$ 50.50		\$ 10.05		\$ 92.98
CCI02		CADDTechnician Civil 2	\$ 41.76			\$ 65.03		\$ 12.95		\$ 119.74
CCI03		CADDTechnician Civil 3	\$ 57.18			\$ 89.04		\$ 17.73		\$ 163.95
CEN20		Engineer Cost 2	\$ 36.78			\$ 57.27		\$ 11.40		\$ 105.45
CES10		Estimator 1	\$ 53.87			\$ 83.89		\$ 16.70		\$ 154.46
CES20		Estimator 2	\$ 79.36			\$ 123.58		\$ 24.60		\$ 227.54
CGE03		CADDTechnician General 3	\$ 44.10			\$ 68.67		\$ 13.67		\$ 126.44
CIN10		Construction Inspector 1	\$ 42.53			\$ 66.23		\$ 13.18		\$ 121.94
CIN20		Construction Inspector 2	\$ 49.14			\$ 76.52		\$ 15.23		\$ 140.89
CMG10		Construction Manager 1	\$ 58.15			\$ 90.55		\$ 18.03		\$ 166.73
CMG20		Construction Manager 2	\$ 162.76			\$ 253.45		\$ 50.45		\$ 466.66
CST03		CADDTechnician Structural 3	\$ 50.83			\$ 79.14		\$ 15.76		\$ 145.73
EBR10		EIT Bridge	\$ 39.35			\$ 61.28		\$ 12.20		\$ 112.83
EBR20		Engineer Bridge	\$ 66.06			\$ 102.87		\$ 20.48		\$ 189.41
EBR30		Engineer Bridge Sr	\$ 102.89			\$ 160.22		\$ 31.90		\$ 295.01
EEG10		Environmental EIT	\$ 42.19			\$ 65.70		\$ 13.08		\$ 120.97
EEG20		Environmental Engineer	\$ 49.34			\$ 76.83		\$ 15.29		\$ 141.46
EEG30		Environmental Engineer Sr	\$ 69.55			\$ 108.30		\$ 21.56		\$ 199.41
EHI10		EIT Highway	\$ 43.07			\$ 67.06		\$ 13.35		\$ 123.48
EHI20		Engineer Highway	\$ 60.56			\$ 94.31		\$ 18.77		\$ 173.64
EHI30		Engineer Highway Sr	\$ 78.47			\$ 122.20		\$ 24.33		\$ 225.00
ESA10		EIT Sanitary	\$ 42.80			\$ 66.65		\$ 13.27		\$ 122.72
ESA20		Engineer Sanitary	\$ 65.08			\$ 101.34		\$ 20.17		\$ 186.59
ESA30		Engineer Sanitary Sr	\$ 98.68			\$ 153.66		\$ 30.59		\$ 282.93
EST10		EIT Structural	\$ 49.43			\$ 76.98		\$ 15.32		\$ 141.73
EST20		Engineer Structural	\$ 64.82			\$ 100.94		\$ 20.09		\$ 185.85
EST30		Engineer Structural Sr	\$ 98.10			\$ 152.76		\$ 30.41		\$ 281.27
ETF10		EIT Traffic	\$ 41.21			\$ 64.17		\$ 12.77		\$ 118.15
ETF20		Engineer Traffic	\$ 58.91			\$ 91.73		\$ 18.26		\$ 168.90
ETF30		Engineer Traffic Sr	\$ 87.46			\$ 136.20		\$ 27.11		\$ 250.77
ETR10		EIT Transportation	\$ 41.33			\$ 64.37		\$ 12.81		\$ 118.51
ETR20		Engineer Transportation	\$ 55.91			\$ 87.06		\$ 17.33		\$ 160.30
ETR30		Engineer Transportation Sr	\$ 65.10			\$ 101.37		\$ 20.18		\$ 186.65
EWR10		EIT Water Resources	\$ 49.59			\$ 77.23		\$ 15.37		\$ 142.19
EWR20		Engineer Water Resources	\$ 60.99			\$ 94.97		\$ 18.91		\$ 174.87
EWR30		Engineer Water Resources Sr	\$ 84.88			\$ 132.18		\$ 26.31		\$ 243.37
GRA01		Graphic Artist 1	\$ 34.24			\$ 53.32		\$ 10.61		\$ 98.17
INT04		Intern Engineering	\$ 22.04			\$ 34.32		\$ 6.83		\$ 63.19
LAR10		Landscape Architectural Coord	\$ 38.43			\$ 59.85		\$ 11.91		\$ 110.19
LAR20		Landscape Architect	\$ 45.61			\$ 71.03		\$ 14.14		\$ 130.78
LAR30		Landscape Architect Sr	\$ 68.68			\$ 106.95		\$ 21.29		\$ 196.92
MGC10		Economist 1	\$ 44.84			\$ 69.82		\$ 13.90		\$ 128.56
MGC11		Economist 2	\$ 77.22			\$ 120.25		\$ 23.94		\$ 221.41
MGC30		Management Consultant	\$ 110.53			\$ 172.12		\$ 34.26		\$ 316.91
MGT10		SectionManagerTeamLeader	\$ 122.85			\$ 191.30		\$ 38.08		\$ 352.23
MGT47		Business Group Leader	\$ 134.67			\$ 209.71		\$ 41.75		\$ 386.13
PJM01		Project Controller	\$ 66.97			\$ 104.29		\$ 20.76		\$ 192.02
PJM11		Project Manager Architect	\$ 54.20			\$ 84.39		\$ 16.80		\$ 155.39
PJM13		Project Manager Engineer	\$ 70.35			\$ 109.55		\$ 21.81		\$ 201.71
PJM15		Project Manager General	\$ 83.96			\$ 130.75		\$ 26.03		\$ 240.74
PJM32		Project Principal Engineer	\$ 125.16			\$ 194.90		\$ 38.80		\$ 358.86
PJM33		Project Principal General	\$ 141.35			\$ 220.11		\$ 43.82		\$ 405.28
PLE01		Environmental Planner 1	\$ 37.86			\$ 58.95		\$ 11.74		\$ 108.55
PLE02		Environmental Planner 2	\$ 66.15			\$ 103.01		\$ 20.51		\$ 189.67
PLN01		Planner 1	\$ 42.49			\$ 66.16		\$ 13.17		\$ 121.82
PLN02		Planner 2	\$ 56.71			\$ 88.31		\$ 17.58		\$ 162.60
PLT01		Transportation Planner 1	\$ 38.34			\$ 59.70		\$ 11.88		\$ 109.92
PLT03		Transportation Planner 3	\$ 103.83			\$ 161.69		\$ 32.19		\$ 297.71
PLU03		Land Use Planner 3	\$ 56.98			\$ 88.73		\$ 17.66		\$ 163.37
PMG10		ROW Specialist	\$ 70.78			\$ 110.22		\$ 21.94		\$ 202.94
QCR10		Quality Control Reviewer	\$ 95.11			\$ 148.11		\$ 29.48		\$ 272.70
RES40		RES Agent 1	\$ 35.66			\$ 55.53		\$ 11.06		\$ 102.25
RES42		RES Agent 2	\$ 53.55			\$ 83.39		\$ 16.60		\$ 153.54
RES45		RES Agent 3	\$ 46.01			\$ 71.65		\$ 14.26		\$ 131.92
SBI10		Biologist 1	\$ 38.03			\$ 59.22		\$ 11.79		\$ 109.04
SBI20		Biologist 2	\$ 51.52			\$ 80.23		\$ 15.97		\$ 147.72
SEN10		Environmental Scientist 1	\$ 35.56			\$ 55.37		\$ 11.02		\$ 101.95
SEN20		Environmental Scientist 2	\$ 52.52			\$ 81.78		\$ 16.28		\$ 150.58
SEN30		Environmental Scientist 3	\$ 70.61			\$ 109.95		\$ 21.89		\$ 202.45
SGA10		GIS Analyst	\$ 41.16			\$ 64.10		\$ 12.76		\$ 118.02
SGA30		Senior GIS Analyst	\$ 47.67			\$ 74.23		\$ 14.78		\$ 136.68

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE
City of Sammamish Civil Engineering Support Services
Labor Categories

Employee Classification		Direct Salary Cost		Overhead		Fixed Fee/Profit			Loaded Labor Rates	
			NTE Hourly	155.7200%	X	DSC NTE Hourly	31.0%	X	DSC NTE Hourly	(Direct + OH + FF) NTE Hourly
SGM01	GIS Manager	\$	52.28			\$	81.41		\$	149.90
VIS30	Sr Visual Designer	\$	45.05			\$	70.15		\$	129.16
VIS40	Visual Manager	\$	53.98			\$	84.06		\$	154.77



Sammamish, Washington
Proclamation
World Autism Awareness Day
April 2, 2016



WHEREAS, autism is a pervasive developmental disorder affecting the social, communication and behavioral skills of those affected by it, and,

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 68 children nationally and,

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive early and intensive treatment throughout their lives, they lead significantly improved lives, and,

WHEREAS, individuals with autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial burdens autism can present,

WHEREAS, Autism Speaks.org is spearheading an awareness effort in order to educate parents, professionals and the general public about autism and its effects,

NOW, THEREFORE BE IT RESOLVED that I, **Mayor Donald Gerend**, do hereby proclaim **April 2, 2016** as **WORLD AUTISM AWARENESS DAY** in the **City of Sammamish**, and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

Mayor, Donald J. Gerend

March 15, 2016



Meeting Date: March 15, 2016

Date Submitted: March 7, 2016

Originating Department: Community Development

Clearances:

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

Subject: An ordinance amending the SMC related to Land Use Compatibility in Residential Zones

Action Required: Close Public Hearing
Adopt Ordinance

Exhibits:

1. Ordinance with Attachment A
2. Table of possible amendments to Attachment A

Budget: N/A

Summary Statement:

On March 1, 2016 the City Council opened the public hearing on the proposed “Land Use Compatibility in Residential Zones” code amendments to the Sammamish Municipal Code (SMC). The proposed amendments are intended to address a number of challenges within the residential zones, related to more intense uses (e.g. schools, daycares, adult family homes, etc) and single family homes.

Background:

The Planning Commission was directed by the City Council to review zoning regulations pertaining to group homes, religious uses, daycares, and schools, and to address identified impacts generated by these uses. The Planning Commission evaluated several different policy options, including some initially identified in the Council discussion, and ultimately recommended adoption of all but one option. On February 9, during the Planning Commission handoff, and prior to the opening of the public hearing, the City Council identified a number of possible changes to the draft code amendment, which are summarized in Exhibit 2 – Table of possible amendments to Attachment A.

The proposed amendments will result in changes to the regulations contained in Chapters 5 and 15 of Title 20, and Chapters 30 and 40 of Title 21A of the SMC.

Financial Impact:

There is no financial impact directly associated with adoption of this ordinance.

Recommended Motion:

Complete and close Public Hearing continued from March 1, 2016.

Adopt ordinance included as Exhibit 1 to amend Chapters 5 and 15 of Title 20, and Chapters 30 and 40 of Title 21A of the Sammamish Municipal Code as detailed in Attachment A as amended.

DRAFT
CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2016 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING PROVISIONS RELATED TO LAND USE COMPATIBILITY IN THE RESIDENTIAL ZONES AND RESULTING IN CHANGES TO CHAPTERS 5 AND 15 OF TITLE 20 AND CHAPTERS OF 30 AND 40 OF TITLE 21A OF THE SAMMAMISH MUNICIPAL CODE

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, Development, which regulates land use and Title 23, Civil Code Compliance, which regulates procedures and mechanisms for land use related code enforcement matters; and

WHEREAS, the City Council adopted the City of Sammamish Comprehensive Plan which contains goals, objectives and policies regarding land use compatibility and environmental considerations; and

WHEREAS, it is the intent of the City Council to ensure the development of fair and reasonable regulations; and

WHEREAS, the City of Sammamish Planning Commission, pursuant to SMC 2.60.040(2), “shall review and make recommendations to the City Council relating to the City’s land use ordinances and regulations”; and

WHEREAS, the Planning Commission considered proposed amendments to Chapters 5 and 15 of Title 20 and Chapters 30 and 40 of Title 21A, concerning land use compatibility in residential zoning designations, during its October 1, 2015, October 29, 2015, and November 19, 2015, and December 3, 2015, and January 14, 2016 meetings; and

WHEREAS, the Planning Commission held a public hearing on December 3, 2015 to consider the proposed amendments to the SMC; and

WHEREAS, after providing 30 days public notice, the City Council held a public hearing on March 1, and March 15, 2016 and received public testimony related to the adoption of the ordinance and the proposed amendment; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed development regulations was issued on March 1, 2016; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on January 29, 2016 and was granted expedited review on February 18, 2016; and

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

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

Section 1. Adoption of the development regulations. The Land Use Compatibility in Residential Zones regulations as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Codification of the development regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of this ordinance into Titles 20 and 21A of the Sammamish Municipal Code for ease of use and reference.

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15TH DAY OF MARCH 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: March 8, 2016

Public Hearing:

First Reading:

Public Hearing:

Second Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

Exhibit 1

1 **Non-Residential Uses in Residential Zones:**

2

3 Sammamish Municipal Code (SMC)

- 4 • 20.05.085 Reasonable Accommodation. *(Add new section for Reasonable Accommodation)*
- 5 • 20.15.040 Categorical exemptions and threshold determinations. *(Amend SEPA exemption*
6 *threshold for parking lots)*
- 7 • 21A.30.010 Purpose. *(Amend purpose to address garbage, lighting, and non-residential*
8 *design standards)*
- 9 • 21A.30.185 Garbage and trash enclosures. *(Add new section regulating garbage and trash*
10 *storage)*
- 11 • 21A.30.230 Outdoor lighting. *(Add new section regulating outdoor lighting for single family*
12 *homes)*
- 13 • 21A.30.240 Non-residential use design standards. *(Add new section regulating the design*
14 *and location of daycares, schools, and religious uses)*
- 15 • 21A.40.110 Off-street parking plan design standards. *(Amend section to add cross reference,*
16 *Daycare I requirements))*

17

18

19

20

21 “Normal Text” is existing code language

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

23 “Underline Text” is code language that will be added

24 “...” indicates that there is additional existing code language that has been omitted

25

1 **20.05.085 Reasonable Accommodation**
2

3 (1) Purpose and Intent: The Federal Fair Housing Act (FFHA) requires that reasonable
4 accommodations be made in rules, policies, practices, or services, when such accommodations
5 may be necessary to afford persons with disabilities equal opportunity to use and enjoy a
6 dwelling. The Community Development Director is therefore authorized to make
7 accommodations in the provisions of this Code as applied to dwellings occupied or to be
8 occupied by persons with disabilities as defined in the Federal Fair Housing Act, when the
9 Director determines that such accommodations reasonably may be necessary in order to comply
10 with such Act.

11 (2) Applicability. The Director may grant reasonable accommodation to individuals with disabilities
12 as defined by the Fair Housing Amendments Act (FHAA), 42 U.S.C. 3602(h) or the Washington
13 Law Against Discrimination (WLAD), Chapter 49.60 RCW.

14 (3) Procedure. If modification of a standard in the Sammamish Municipal Code is sought:

15 (a) The applicant for reasonable accommodation must provide verifiable documentation of
16 an applicable disability and describe the proposed accommodation.

17 (b) No fee shall be charged to the applicant for a response to a reasonable accommodation
18 request.

19 (c) The Director shall determine what adverse land use impacts, including cumulative
20 impacts, if any, would result from granting the proposed accommodation. This
21 determination shall take into account the size, shape and location of the dwelling unit
22 and lot; the traffic and parking conditions on adjoining and neighboring streets; vehicle
23 usage to be expected from the residents, staff and visitors; and any other circumstances
24 determined to be relevant.

25 (d) A grant of reasonable accommodation permits a dwelling to be inhabited only according
26 to the terms and conditions of the applicant's proposal and the Planning
27 Director/Manager's decision. If it is determined that the accommodation has become
28 unreasonable because circumstances have changed or adverse land use impacts have
29 occurred that were not anticipated, the Planning Director/Manager shall rescind or
30 modify the decision to grant reasonable accommodation.

31 (e) Appeals of reasonable accommodation decisions made by the Director must be filed
32 within 21 days of the decision issuance date.
33

- 1 **20.15.040 Categorical exemptions and threshold determinations.**
2 (1) The City of Sammamish adopts the standards and procedures specified in WAC 197-11-300 through
3 197-11-390 and 197-11-800 through 197-11-890 for determining categorical exemptions and making
4 threshold determinations subject to the following:
5 (a) The following exempt threshold levels are hereby established pursuant to WAC 197-11-
6 800(1)(c) for the exemptions in WAC 197-11-800(1)(b):
7 (i) The construction or location of any residential structures of up to 20 dwelling units;
8 (ii) The construction of an office, school, commercial, recreational, service, or storage
9 building with up to 12,000 square feet of gross floor area, and with associated parking
10 facilities designed for up to 40 automobiles;
11 (iii) The construction of a parking lot designed for up to ~~40~~20 automobiles;
12 (iv) Any fill or excavation of up to 500 cubic yards throughout the total lifetime of the fill or
13 excavation.
14 (b) The determination of whether a proposal is categorically exempt shall be made by the
15 department.
16 (c) The construction of an individual battery charging station or an individual battery exchange
17 station.
18
19 ...
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1 **21A.30.010 Purpose.**

2 The purpose of this chapter is to improve the quality of development by providing building and site
3 design standards that:

4 (1) Reduce the visual impact of large residential buildings from adjacent streets and properties;

5 (2) Enhance the aesthetic character of large residential buildings;

6 (3) Contain sufficient flexibility of standards to encourage creative and innovative site and building
7 design;

8 (4) Meet the on-site recreation needs of project residents;

9 (5) Enhance aesthetics an environmental protection through site design; ~~and~~

10 (6) Allow for continued or adaptive re-use of historic resources while preserving their historic and
11 architectural integrity;

12 (6) Reduce the health and aesthetic impact of waste containers adjacent to streets;

13 (7) Promote compatibility between residential and non-residential uses; and,

14 (8) Promote health, safety, and security by minimizing glare and light trespass from outdoor lighting on
15 to adjacent properties.

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21A.30.185 Garbage and trash storage design.

- (1) Single family detached homes shall provide a designated location for the storage of garbage, recycling, and other waste containers. The designated location shall either be placed in an enclosure or garage, or screened so that the garbage, recycling, and other waste containers are not visible from public streets. The director may authorize an alternate storage location that will meet the purpose of SMC 21A.30.010.
- (2) Residents shall return garbage, recycling, and other waste containers to their designated storage location within 24 hours after collection, or as soon as is feasible.

1
2 **21A.30.230 Outdoor Lighting.**

3 (1) Applicability. This section applies to the following types of lighting:

- 4 (a) All new and replacement exterior light fixtures; and,
- 5 (b) All exterior light fixtures in operation after January 1, 2027.

6 (2) Exemptions. The following types of lighting are exempt from the provisions of this section:

- 7 (a) Seasonal decorations;
- 8 (b) Lighting used under emergency conditions (e.g. searchlights, law enforcement vehicles);
- 9 (c) Moving vehicle lights;
- 10 (d) Underwater lighting in swimming pools;
- 11 (e) Lighting for signs, if permitted under SMC 21A.45;
- 12 (f) Traffic control devices;
- 13 (g) Lights required by state or federal law (e.g. wireless communication facility towers);
- 14 (h) Temporary lighting for construction sites, special events (e.g. theatrical performances,
- 15 community events); and,
- 16 (i) Other lighting of a similar nature as approved by the Director.

17 (3) Standards:

18 (a) Single family residences and townhouses:

- 19 (i) Outdoor light fixtures shall be fully shielded, pointed downward, and shall be
- 20 installed and maintained in a way that causes minimal or no light trespass on to
- 21 adjacent properties.
- 22 (ii) Outdoor light fixtures shall not exceed 1,260 lumens per light fixture, provided
- 23 that the following is allowed:
 - 24 (A) One partially shielded light fixture or sconce is allowed if it is located
 - 25 beneath a building overhang and will generate less than 630 lumens;
 - 26 (B) Landscape/accent lighting, provided that the combined output of the
 - 27 light fixtures does not exceed 2,100 lumens;
 - 28 (C) Motion-sensor lighting that extinguishes the light no more than 15
 - 29 minutes after the area is vacated.
- 30 (iii) Site light fixtures shall be designed to use shall be metal halide or LED light
- 31 sources unless otherwise approved by the director.
- 32 (iv) Solar-powered and high-energy-efficient lighting is encouraged. The director
- 33 may allow flexibility with outdoor lighting standards for solar-powered lights.

34 (b) Parking lots:

- 35 (i) Lighting fixtures shall be partially shielded so that no light is emitted above 90
- 36 degrees, and shall be installed and maintained in a way that causes no light
- 37 trespass on to adjacent properties.
- 38 (ii) Outdoor lighting shall not exceed 5.0 lumens per square foot of parking lot
- 39 surface and pedestrian walkway. Requests for additional lighting may be
- 40 considered with the approval of the Director.
- 41 (iii) Lighting fixtures shall be no more than 25 feet tall, with lower light fixtures
- 42 preferable so as to maintain a human scale. Requests for higher light fixtures
- 43 may be considered with the approval of the Director.
- 44 (iv) Site light fixtures shall be designed to use metal halide or LED light sources
- 45 unless an alternative is approved by the Director.
- 46 (v) Solar-powered and high-energy-efficient lighting is encouraged. The Director
- 47 may allow flexibility level standards for solar-powered lights.
- 48 (vi) Motion-sensing lighting is encouraged. The Director may allow flexibility with
- 49 outdoor lighting standards when motion-sensing technology is used.

(c) Commercial, institutional, and mixed-use buildings

(i) Outdoor light fixtures shall be fully shielded, pointed downward, and should be maintained in a way that causes no light trespass on to adjacent properties.

(ii) Outdoor lighting shall not exceed 5.0 lumens per square foot of hardscape outside the building structure. Requests for additional lighting may be considered with the approval of the director.

(iii) Exceptions:

(A) One partially shielded light fixture or sconce is allowed if it is located beneath a building overhang and will generate less than 630 lumens;

(B) Landscape/accent lighting, provided that the combined output of the light fixture does not exceed 2,100 lumens;

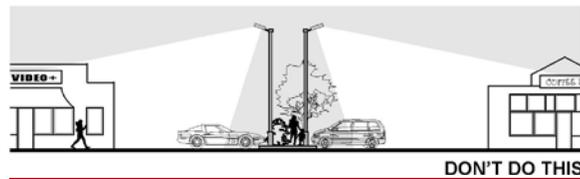
(C) Motion-sensor lighting that extinguishes the light no more than 15 minutes after the area is vacated.

(iv) Outdoor lighting shall not exceed 5.0 lumens per square foot of hardscape. Requests for additional lighting may be considered with the approval of the director. Except:

(A) Drive-up windows may add 8,000 lumens per drive-up window. In order to use this allowance, light fixtures must be within 20 feet horizontal distance of the center of the window.

(B) Vehicle service stations may add lighting that results in a total of 16,000 lumens per fuel pump.

(v) Site lighting shall be metal halide or LED unless an alternative is approved by the director.



1 **21A.30.240 Non-Residential use design standards.**

- 2 1. Applicability. This section applies to new non-residential uses or improvements within the R-1,
3 R-4, R-6, and R-8 zoning designations. Non-residential uses and improvements include, but are
4 not limited to, those uses specified in SMC 21A.20.050 through 21A.20.080 and 21A.20.100 and
5 supporting improvements (e.g. parking lots), or other similar uses or improvements as
6 determined by the Director.
- 7 2. Location. New non-residential uses and improvements shall be located with direct access to a
8 neighborhood collector or arterial street, as defined in the adopted Public Works Standards.
- 9 3. Traffic demand management. New non-residential uses shall prepare and adhere to a traffic
10 demand management plan to reduce traffic generation during the AM and PM peak hours. The
11 traffic demand management plan shall be reviewed and approved by the City.
- 12 4. Parking Lots. New parking lots for non-residential uses, or parking lots that are expanded by
13 more than 50% of the original parking lot area, shall:
- 14 a. Incorporate the following low impact development design into the parking lot design as
15 follows:
 - 16 i. Infiltration of all storm water generated from the proposed parking lot is
17 required. The director may authorize a reduction in infiltration required if the
18 applicant demonstrates that infiltration is not feasible due to site-specific soil
19 and/or geologic conditions.
 - 20 ii. Required landscaping shall incorporate soil amendments. Soil amendments
21 shall be comprised of a compost or soil amendment mix consistent with the
22 adopted Sammamish Surface Water Design Manual.
 - 23 iii. Incorporate any other low impact development technique required by
24 Sammamish Surface Water Design Manual.
 - 25 a-b. Incorporate a berm around the perimeter of the parking lot where adjacent to public
26 right of way and neighboring properties, designed such that the berm height is no less
27 than 3 feet above the highest elevation of the parking lot. The berm shall be maintained
28 as needed to ensure the berm height is not diminished over time due to erosion or
29 other causes. The director may authorize an alternative design to the berm that will
30 provide an equivalent amount of screening for vehicle headlights and follow Crime
31 Prevention Through Environmental Design (CPTED) principles.
- 32
33

1 **21A.40.110 Off-street parking plan design standards.**

2 ...

3
4 (7) Lighting shall be provided for safety of traffic and pedestrian circulation on the site. It shall be
5 designed to minimize direct lighting of abutting properties and adjacent streets and pursuant to the
6 provisions of SMC 21A.30.230. The director shall have the authority to waive the requirement to provide
7 lighting.

8 ...

9 (15) Parking lot design for non-residential uses located in the R-1, R-4, R-6, and R-8 zoning designations
10 shall be designed pursuant to the provisions of SMC 21A.30.240.

11
12 (16) Daycare I facilities shall provide sufficient area for the loading and unloading of passengers. This
13 area shall:

14 (a) Allow access to the entrance of the Daycare I without crossing a street or travelway, and one
15 of the following, in order of preference:

16 (i) Be located off-street, i.e. not within a public right of way or access easement; or

17 (ii) Be located on-street, outside of travel lanes, and adjacent to the Daycare I.

18 (b) All off-street loading spaces shall be designed and constructed consistent with SMC 21A.40.

19 All on-street loading spaces shall be

Exhibit 1

Proposed Amendments to the PC-recommended Draft Code Land Use Compatibility in R-zones

Summary of amendments proposed through March 4, 2016

“Normal Text” is existing code language

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

“Underline Text” is code language that will be added

“...” indicates that there is additional code language that has been omitted

#	Commenter	Code Section	PC Recommended Draft Language	Proposed Amendment
1	Staff	20.05.085 (3) Reasonable Accommodation	“Procedure. If modification of a standard in the Sammamish Municipal Code is sought:...”	“Procedure. If modification of a standard <u>or regulation</u> in the Sammamish Municipal Code is sought:...”
2	Staff	20.05.085 (3) Reasonable Accommodation	“Procedure. If modification of a standard in the Sammamish Municipal Code is sought:...”	“Procedure. If modification of a standard in the Sammamish Municipal Code is sought, <u>the Director shall make a written determination within 45 days and either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the following:</u>
3	Staff	20.05.085 (3) Reasonable Accommodation	“a. The applicant for reasonable accommodation must provide verifiable documentation of an applicable disability and describe the proposed accommodation”	Specify application materials noted in (3)(a): “a. The applicant for reasonable accommodation must provide verifiable documentation of an applicable disability and describe the proposed accommodation <u>Application. Requests for reasonable accommodation by any eligible person or entity described in Section 20.05.085(1) shall be submitted on an application form provided by the Community Development Department, or in the form of a letter, to the Director of Community Development and shall contain the following information:</u> <u>1. The applicant's name, address, email, and telephone number.</u>

Proposed Amendments to the PC-recommended Draft Code Land Use Compatibility in R-zones

#	Commenter	Code Section	PC Recommended Draft Language	Proposed Amendment
				<p><u>2. Address of the property for which the request is being made.</u></p> <p><u>3. The property owner’s name, address and telephone number and the owner’s written consent.</u></p> <p><u>4. The current actual use of the property.</u></p> <p><u>5. The basis for the claim that the individual that resides or will reside at the property is considered disabled under the Acts.</u></p> <p><u>6. The zoning code provision, regulation or policy from which reasonable accommodation is being requested.</u></p> <p><u>7. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.</u></p> <p><u>8. Copies of emails, correspondence, pictures, plans or background information reasonably necessary to reach a decision regarding the need for the accommodation.”</u></p>
4	Staff	20.05.085 (3) Reasonable Accommodation	“(d) A grant of reasonable accommodation permits a dwelling to be inhabited only according to the terms and conditions of the applicant’s proposal and the Planning Director/Manager’s decision. [...] the Planning Director/Manager shall rescind[...].”	“(d) A grant of reasonable accommodation permits a dwelling to be inhabited only according to the terms and conditions of the applicant’s proposal and the Planning Director/Manager’s <u>Director’s</u> decision. [...] the Planning Director/Manager’s <u>Director’s</u> shall rescind[...].”
5	Mayor Gerend	21A.30.010(5)	“(5) Enhance aesthetics an environmental protection through site design; and ”	“(5) Enhance aesthetics <u>and</u> environmental protection through site design; and ”
6	Mayor Gerend	21A.30.230(3)(a)(ii)(A)	“One partially shielded light fixture... less than 630 lumens.”	Comment: A large house might have front entrance, back entrance and garage with desire for partially shielded light fixtures, not just one.

Proposed Amendments to the PC-recommended Draft Code Land Use Compatibility in R-zones

#	Commenter	Code Section	PC Recommended Draft Language	Proposed Amendment
				Staff suggest: “One partially shielded light fixture or sconce <u>per building entrance</u> is allowed if it is located beneath a building overhang and will generate less than 630 lumens;”
7	Mayor Gerend	21A.30.230(3(a)(ii)(A)	“One partially shielded light fixture... less than 630 lumens.”	<p>Comment: Less than 630 lumens is like a traditional 40 watt bulb; not very good lighting in some instances.</p> <p>Staff response: This standard is intended for outdoor lighting, which is normally used at night. 630 lumens of outdoor lighting will appear much brighter at night than in an indoor office.</p> <p>Higher level of lumens may result in less safe outdoor lighting conditions, because it creates a high contrast (light to dark) situation making it harder to see anything in the area un-illuminated.</p>
8	Mayor Gerend	21A.30.230(3(a)(iii)	“Site light fixtures shall be designed to use shall be metal halide or...”	“Site light fixtures shall be designed to use shall be metal halide or...”
9	Mayor Gerend	21A.30.230(3(b)(i)	“...so that no light is emitted above 90 degrees, and shall be installed and ...causes no light trespass on to adjacent properties.”	“...so that no light is emitted above a <u>horizontal plane</u> 90 degrees , and shall be installed and ...causes no light trespass on to adjacent properties.”
10	Mayor Gerend Councilmember Hornish	21A.30.230(3)(b)(i) & 21A.30.230 (3)(c)(i)	“...causes no light trespass on to adjacent properties.”	<p>Comment: No light trespass may not be realistic— consider alternate language.</p> <p>Staff suggest, “Luminaires [...]shall be installed and maintained in a way that causes <u>minimal or no</u> light trespass on to adjacent properties” matching language in 21A.30.230 (3)(a).</p>

Proposed Amendments to the PC-recommended Draft Code Land Use Compatibility in R-zones

#	Commenter	Code Section	PC Recommended Draft Language	Proposed Amendment
11	Councilmember Huckabay	21A.30.240 (4) Non-Residential use design standards	“New parking lots for non-residential uses, or parking lots that are expanded by more than 50% of the original parking lot area, shall:[...] Incorporate a berm around the perimeter of the parking lot where adjacent to public right of way and neighboring properties, designed such that the berm height is no less than 3 feet above the highest elevation of the parking lot.”	<p>Comment: Consider flexibility on berms. The prescribed 3-foot height may not be appropriate in all cases, for example where there is a grade change between the parking lot and adjacent uses.</p> <p>Staff response: There is flexibility included in the code in the last line of the subject paragraph, “The director may authorize an alternative design to the berm that will provide an equivalent amount of screening for vehicle headlights.”</p>
12	Councilmember Hornish	21A.40.110	“All off-street loading spaces shall be designed and constructed consistent with SMC 21A.40. All on-street loading spaces shall be”	<p>Comment: There appears to be a typo—the sentence ends after “shall be”</p> <p>Staff Suggests: “All off-street loading spaces shall be designed and constructed consistent with SMC 21A.40. All on-street loading spaces shall be <u>designed consistent with the on-street parking space requirements of the adopted Public Works Standards.</u>”</p>
13	Councilmember Odell	21A.40.110(16)(a)	“(a) Allow access to the entrance of the Daycare I without crossing a street or travelway, and one of the following, in order of preference: (i) Be located off-street, i.e. not within a public right of way or access easement; or (ii) Be located on-street, outside of travel lanes, and adjacent to the Daycare I.”	<p>Comment: Consider limiting on-street drop off (section “(ii)”) to local roads.</p> <p>Staff Suggests: “(a) Allow access to the entrance of the Daycare I without crossing a street or travelway, and one of the following, in order of preference: (i) Be located off-street, i.e. not within a public right of way or access easement; or (ii) Be located on-street, outside of travel lanes, and adjacent to the Daycare I, <u>provided that on-street loading and unloading of passengers is only allowed on local streets.</u>”</p>

Proposed Amendments to the PC-recommended Draft Code Land Use Compatibility in R-zones

#	Commenter	Code Section	PC Recommended Draft Language	Proposed Amendment																						
14	Councilmember Odell	23.100.010	No amendment proposed	<p>Comment: Consider increasing civil enforcement penalties to ensure swift resolution of code compliance situations.</p> <p>Staff suggests:</p> <table border="1" style="width: 100%;"> <tr> <td colspan="2">Code Enforcement Penalties:</td> </tr> <tr> <td>Infraction</td> <td>up to \$500</td> </tr> <tr> <td>Stop Work Order</td> <td>up to \$500</td> </tr> <tr> <td colspan="2">Noncompliance:</td> </tr> <tr> <td>1 – 15 days</td> <td>\$100 <u>up to \$250</u> per day</td> </tr> <tr> <td>16 – 31 days</td> <td>\$250 <u>up to \$500</u> per day</td> </tr> <tr> <td>31+ days</td> <td>\$500 <u>up to \$1,000</u> per day (up to \$50,000 maximum)</td> </tr> <tr> <td colspan="2">Environmental Damage/Critical Areas Violations:</td> </tr> <tr> <td colspan="2">Up to \$25,000 plus the cost of restoration</td> </tr> <tr> <td colspan="2">Unlawful Tree Removal or Damage:</td> </tr> <tr> <td colspan="2">\$1,500 per inch of diameter at breast height of tree removed or damaged</td> </tr> </table>	Code Enforcement Penalties:		Infraction	up to \$500	Stop Work Order	up to \$500	Noncompliance:		1 – 15 days	\$100 <u>up to \$250</u> per day	16 – 31 days	\$250 <u>up to \$500</u> per day	31+ days	\$500 <u>up to \$1,000</u> per day (up to \$50,000 maximum)	Environmental Damage/Critical Areas Violations:		Up to \$25,000 plus the cost of restoration		Unlawful Tree Removal or Damage:		\$1,500 per inch of diameter at breast height of tree removed or damaged	
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Unlawful Tree Removal or Damage:																										
\$1,500 per inch of diameter at breast height of tree removed or damaged																										

Exhibit 2



Meeting Date: March 15, 2016

Date Submitted: 3/7/2016

Originating Department: Community Development

Clearances:

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

Subject: An ordinance to amend the SMC related to marijuana regulations

Action Required: Public Hearing
Adopt Ordinance

Exhibits: 1. Ordinance with Attachments A - E

Budget: N/A

Summary Statement:

Two important bills regarding the regulation of marijuana in the State of Washington were passed by the 2015 State Legislature. The changes in regulation of marijuana at the state level necessitate minor conformance amendments to Sammamish's marijuana regulations. The City currently bans all marijuana land uses, including marijuana producers, marijuana processors, marijuana retailers and collective gardens. The proposed Sammamish Municipal Code (SMC) conformance amendments continue the City's ban on marijuana land uses.

Staff proposes the following amendments to Titles 21A and 21B SMC:

21A.15 / 21B.15 – Technical Terms and Land Use Definitions

1. Add definitions for "Cooperative", "Liquor and Cannabis Board (LCB)" and "Marijuana concentrates."
2. Make minor amendments to marijuana-related definitions for consistency with State law.

21A.20 / 21B.20 – Permitted Uses

1. Add cooperatives to the appropriate land use tables.
2. Rearrange the existing marijuana-related land uses into more appropriate land use tables. For example, marijuana producers and marijuana processors should be moved from retail land uses into manufacturing land uses. (Producers and processors cannot hold a retail license.)
3. Add footnotes to the land use tables prohibiting marijuana-related land uses in all zones.

4. Edit 21A.20 to add an 'X' in the use charts to indicate when a use is prohibited in a specific zone (for consistency with the use charts in 21B.20).

21A.65.050 – Home Businesses

1. Add cooperatives to the list of prohibited home businesses. (State law requires cooperatives to be located in the domicile of one of the participants.)

The proposed regulations were forwarded to the Department of Commerce for their review. SEPA review was also completed and a DNS issued with the comment period ending March 15, 2016 at 5pm.

Background:

1. History of Marijuana Regulation in Sammamish

Prior to October 2014, the City passed a series of moratoriums on medical and recreational marijuana. The first moratorium applied to collective gardens (medical marijuana) starting in July 2011. After Initiative 502 was passed by the state legislature, the City began imposing a separate moratorium on recreational marijuana facilities beginning in July 2013.

Both the medical and recreational marijuana moratoriums were extended every six months until Ordinance 2014-376 was adopted in October 2014. That Ordinance amended sections of Titles 21A and 21B to ban both medical and recreational marijuana-related land uses in the City. Sammamish's marijuana regulations have not changed since the adoption of that ordinance.

2. Overview of Changes to State Law

Medical and recreational marijuana industries existed separately in Washington State prior to the 2015 state legislative session. Regulation and licensing of medical marijuana (in the form of collective gardens) was left to cities to manage. In contrast, recreational marijuana businesses are subject to special taxes, licensing requirements and rules about their operation as established by the state Liquor and Cannabis Board (LCB - formerly the Liquor Control Board).

There were two clearly separate laws regarding this substance; one dealing with medical marijuana and the other dealing with the recreational use of marijuana. Second Substitute Senate Bill (SB) 5052 brought medical marijuana into the same regulatory structure the LCB established for recreational marijuana. State licenses will now be required for anyone involved in the production, processing, or sale of medical marijuana. The statutes regarding medical marijuana collective gardens were repealed, effective July 1, 2016; substituted is a scaled back LCB-registered growing and processing "cooperative." Businesses currently operating as medical marijuana collective gardens will either have to make the shift to operating as an LCB licensed marijuana businesses or to forming a cooperative which may only serve up to four members.

The other important piece of legislation passed during the 2015 state legislative session was House Bill (HB) 2136 which granted cities the authority to reduce the 1000-foot buffer zones around certain types of facilities within which licensed producers, processors, or retailers cannot be located. This authority to adjust buffer distances does not apply to elementary or secondary schools or to playgrounds. HB 2136 also provides for revenue sharing with cities and counties. However, funds may only be distributed to jurisdictions that do not prohibit the siting of any state licensed marijuana producer, processor, or retailer. As the City has elected to ban both medical and recreational marijuana-related land uses, HB 2136 has no effect on our regulatory structure.

3. Planning Commission Review

On February 4, 2016, staff introduced the topic of marijuana code conformance with a presentation to the Planning Commission summarizing recent changes to state law and presenting code amendments necessary for conformance. Discussion about the proposed amendments was brief and no changes were suggested by the Planning Commission.

For their February 18 meeting, the Planning Commission held a public hearing and briefly deliberated on a recommendation to City Council.

Financial Impact:

There is no financial impact directly associated with adoption of this ordinance.

Recommended Motion:

Staff recommends City Council forgo its standing policy and adopt the ordinance included as Exhibit 1 to amend Chapters 15, 20 and 65 of Title 21A, and Chapters 15 and 20 of Title 21B of the Sammamish Municipal Code as detailed in Attachments A through E by completing both first and second readings of the adopting ordinance.

Alternatively, first reading of the adopting ordinance will be completed on March 15, 2016 and second reading will be completed on March 22, 2016.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2016-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING CHAPTERS 21A.15, 21B.15,
21A.20, 21B.20 AND 21A.65 OF THE SAMMAMISH
MUNICIPAL CODE RELATING TO REGULATION OF
MEDICAL AND RECREATIONAL MARIJUANA; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, since 1970, federal law has prohibited the manufacture, delivery and possession of marijuana as a Schedule I drug; and

WHEREAS, sections 21A.05.040 and 21B.05.040 of the Sammamish Municipal Code require all land uses to comply with applicable federal, state, and local laws; and

WHEREAS, in 2012, voters of the state of Washington passed Initiative 502, which authorized the issuance of recreational marijuana producer, processor and retailer licenses; and

WHEREAS, on January 16, 2014, the Washington State Attorney General's Office issued AGO 2014 No. 2 concluding that Initiative 502 does not preempt counties, cities and towns from banning recreational marijuana producers, processors, and retailers within their jurisdiction; and

WHEREAS, on October 21, 2014, the City Council adopted O2014-376 prohibiting the establishment, operation, and licensing of medical and recreational marijuana producing, processing and retailing in the City of Sammamish; and

WHEREAS, the 2015 Washington State Legislature passed Senate Bill 5052 and House Bill 2136 which created and amended medical and recreational marijuana laws; and

WHEREAS, on May 21, 2015, the Washington State Supreme Court issued a decision upholding the constitutionality of a local government's ordinance banning collective gardens as a valid exercise of the city's zoning authority (*Cannabis Action Coalition v. City of Kent*); and

WHEREAS, RCW 69.51A.250, effective July 1, 2016, states that no cooperative may be located "where prohibited by a city, town or county zoning provision"; and

WHEREAS, the City has reviewed changes made to the State regulation of medical and recreational marijuana and has identified necessary conformance amendments to the Sammamish Municipal Code; and

WHEREAS, in accordance with WAC 365-195-620, on February 19, 2016, the City submitted a Notice of Intent to Adopt Amendments to the Washington State Department of Commerce for expedited review; and

WHEREAS, an environmental review of the proposed amendments has been conducted in accordance with the requirements of the State Environmental Policy Act (“SEPA”), and a SEPA threshold determination of non-significance and notice of adoption was issued on March 1, 2016, and sent to state agencies and interested parties; and

WHEREAS, on February 18, 2016, the Planning Commission held a public hearing, and developed its recommendation for the City Council. The City Council received the recommendation and held a public hearing on March 15, 2016.

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

Section 1. SMC Chapter 21A.15, Amended. Sammamish Municipal Code Chapter 21A.15 (“Technical Terms and Land Use Definitions”) is hereby amended as set forth in Attachment A.

Section 2. SMC Chapter 21B.15, Amended. Sammamish Municipal Code Chapter 21B.15 (“Technical Terms and Land Use Definitions”) is hereby amended as set forth in Attachment B.

Section 3. SMC Chapter 21A.20, Amended. Sammamish Municipal Code Chapter 21A.20 (“Permitted Uses”) is hereby amended as set forth in Attachment C.

Section 4. SMC Chapter 21B.20, Amended. Sammamish Municipal Code Chapter 21B.20 (“Permitted Uses”) is hereby amended as set forth in Attachment D.

Section 5. SMC Section 21A.65.050, Amended. Sammamish Municipal Code Section 21A.65.050 (“Home Businesses”) is hereby amended as set forth in Attachment E.

Section 6. 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 7. 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 MARCH, 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: March 8, 2016

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

Attachment 2
City of Sammamish
Marijuana Conformance Amendments
March 15, 2016

Chapter 21A.15
TECHNICAL TERMS AND LAND USE DEFINITIONS

Sections:

- [21A.15.005](#) Scope of chapter.
- [21A.15.007](#) Abandoned vehicle.
- [21A.15.009](#) Accessible electric vehicle charging station.
- [21A.15.010](#) Accessory living quarters.
- [21A.15.015](#) Accessory use, commercial.
- [21A.15.020](#) Accessory use, residential.
- [21A.15.027](#) Adjustment factor.
- [21A.15.035](#) Adult use facility.
- [21A.15.040](#) Agricultural product sales.
- [21A.15.050](#) Airport/heliport.
- [21A.15.052](#) AKART.
- [21A.15.055](#) Alley.
- [21A.15.056](#) Alteration.
- [21A.15.057](#) Alternative water sources.
- [21A.15.060](#) Amusement arcades.
- [21A.15.062](#) Anadromous fish.
- [21A.15.063](#) Ancillary structure.
- [21A.15.065](#) Animal, small.
- [21A.15.067](#) Antenna.
- [21A.15.068](#) Antenna array.
- [21A.15.069](#) Antenna support structure.
- [21A.15.070](#) Applicant.
- [21A.15.072](#) Application rate.
- [21A.15.073](#) Artist studio.
- [21A.15.074](#) Attached WCF.
- [21A.15.075](#) Auction house.
- [21A.15.078](#) Barn.
- [21A.15.080](#) Base flood.

Exhibit 1 - A

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City of Sammamish
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- [21A.15.085](#) Base flood elevation.
- [21A.15.086](#) Base station.
- [21A.15.087](#) Battery charging station.
- [21A.15.088](#) Battery electric vehicle (BEV).
- [21A.15.089](#) Battery exchange station.
- [21A.15.090](#) Bed and breakfast guesthouse.
- [21A.15.095](#) Beehive.
- [21A.15.097](#) Berm.
- [21A.15.098](#) Best available science.
- [21A.15.100](#) Billboard.
- [21A.15.110](#) Biologist.
- [21A.15.112](#) Bioretention.
- [21A.15.115](#) Book, stationery, video, and art supply store.
- [21A.15.120](#) Broadleaf tree.
- [21A.15.122](#) Buffer.
- [21A.15.125](#) Building.
- [21A.15.135](#) Building envelope.
- [21A.15.140](#) Building facade.
- [21A.15.145](#) Building, hardware, and garden materials store.
- [21A.15.150](#) Bulk gas storage tank.
- [21A.15.155](#) Bulk retail.
- [21A.15.160](#) Campground.
- [21A.15.165](#) Capacity, school.
- [21A.15.170](#) Capital facilities plan, school.
- [21A.15.172](#) Catastrophic collapse.
- [21A.15.175](#) Cattery.
- [21A.15.180](#) Cemetery, columbarium or mausoleum.
- [21A.15.181](#) Certified Arborist.
- [21A.15.182](#) Channel relocation and stream meander areas.
- [21A.15.183](#) Charging levels.
- [21A.15.185](#) Church, synagogue, or temple.
- [21A.15.190](#) Classrooms, school.

Exhibit 1 - A

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- [21A.15.195](#) Clearing.
- [21A.15.200](#) Code interpretation.
- [21A.15.205](#) Cogeneration.
- [21A.15.207](#) Collective garden.
- [21A.15.208](#) Collocation.
- [21A.15.209](#) Combined antenna.
- [21A.15.210](#) Communication facility, major.
- [21A.15.215](#) Communication facility, minor.
- [21A.15.217](#) Community identification sign.
- [21A.15.220](#) Community residential facility (CRF).
- [21A.15.223](#) Commuter parking lot.
- [21A.15.225](#) Compensatory storage.
- [21A.15.227](#) Concealed WCF.
- [21A.15.230](#) Conditional use permit.
- [21A.15.235](#) Conference center.
- [21A.15.240](#) Conservation easement.
- [21A.15.245](#) *Repealed.*
- [21A.15.247](#) Construction and trades.
- [21A.15.250](#) Construction cost per student, school.
- [21A.15.251~~2~~](#) Conversion factor.
- [21A.15.252](#) *Cooperative*
- [21A.15.253](#) Critical aquifer recharge area.
- [21A.15.254](#) Critical areas.
- [21A.15.255](#) Critical drainage area.
- [21A.15.260](#) Critical facility.
- [21A.15.262](#) Daily care.
- [21A.15.265](#) Daycare.
- [21A.15.267](#) DBH.
- [21A.15.270](#) Deciduous.
- [21A.15.275](#) Density credit, transfer (TDC).
- [21A.15.280](#) Department.
- [21A.15.285](#) Department and variety store.

Commented [DP1]: Edited to reflect changes made at State level.

Commented [DP2]: Re-numbered to 21A.15.251 to allow addition of the term 'Cooperative' under 21A.15.252.

Commented [DP3]: Added the term 'Cooperative' as 21A.15.252.

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Attachment 2
City of Sammamish
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- [21A.15.287](#) Designated accessible space.
- [21A.15.290](#) Destination resort.
- [21A.15.295](#) Developer or applicant.
- [21A.15.297](#) Development.
- [21A.15.300](#) Development activity.
- [21A.15.310](#) Development proposal.
- [21A.15.315](#) Development proposal site.
- [21A.15.317](#) Development regulation.
- [21A.15.318](#) Development right.
- [21A.15.320](#) Direct traffic impact.
- [21A.15.325](#) Director.
- [21A.15.330](#) Dormitory.
- [21A.15.333](#) Drip line.
- [21A.15.335](#) Drop box facility.
- [21A.15.340](#) Drug store.
- [21A.15.345](#) Dwelling unit.
- [21A.15.350](#) Dwelling unit, accessory.
- [21A.15.355](#) Dwelling unit, apartment.
- [21A.15.365](#) Dwelling unit, single detached.
- [21A.15.370](#) Dwelling unit, townhouse.
- [21A.15.375](#) Earth station.
- [21A.15.380](#) Effective radiated power.
- [21A.15.383](#) Electric scooters and motorcycles.
- [21A.15.384](#) Electric vehicle.
- [21A.15.385](#) Electric vehicle charging station.
- [21A.15.386](#) Electric vehicle charging station – Restricted.
- [21A.15.387](#) Electric vehicle charging station – Public.
- [21A.15.388](#) Electric vehicle infrastructure.
- [21A.15.389](#) Electric vehicle parking space.
- [21A.15.390](#) Electrical substation.
- [21A.15.392](#) Emergency.
- [21A.15.395](#) Energy resource recovery facility.

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- [21A.15.400](#) Enhancement.
- [21A.15.405](#) Equipment, heavy.
- [21A.15.410](#) Erosion.
- [21A.15.415](#) Erosion hazard areas.
- [21A.15.417](#) Erosion hazard near sensitive water body overlay.
- [21A.15.418](#) Eutrophic.
- [21A.15.420](#) Evergreen.
- [21A.15.425](#) Examiner.
- [21A.15.427](#) Existing corridor.
- [21A.15.429](#) FAA.
- [21A.15.430](#) Fabric shop.
- [21A.15.435](#) Facilities standard.
- [21A.15.440](#) Factory-built commercial building.
- [21A.15.445](#) Fairground.
- [21A.15.450](#) Family.
- [21A.15.452](#) Farmers' market.
- [21A.15.453](#) FCC.
- [21A.15.455](#) Federal Emergency Management Agency (FEMA) floodway.
- [21A.15.456](#) Feasible.
- [21A.15.457](#) Feed lines.
- [21A.15.460](#) Feed store.
- [21A.15.465](#) Fence.
- [21A.15.467](#) Financial guarantee.
- [21A.15.468](#) Fish and wildlife habitat conservation areas.
- [21A.15.469](#) Fish and wildlife habitat corridors.
- [21A.15.470](#) Flood fringe.
- [21A.15.475](#) Flood hazard areas.
- [21A.15.480](#) Flood insurance rate map.
- [21A.15.485](#) Flood insurance study for King County.
- [21A.15.490](#) Flood protection elevation.
- [21A.15.495](#) Floodplain.
- [21A.15.500](#) Floodproofing.

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Attachment 2
City of Sammamish
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- [21A.15.505](#) Floodway, zero-rise.
- [21A.15.510](#) Florist shop.
- [21A.15.515](#) Flush-mounted.
- [21A.15.520](#) Forest practice.
- [21A.15.525](#) Forest product sales.
- [21A.15.530](#) Forest research.
- [21A.15.532](#) Frequently flooded areas.
- [21A.15.535](#) Furniture and home furnishings store.
- [21A.15.540](#) General business service.
- [21A.15.545](#) Geologist.
- [21A.15.550](#) Geotechnical engineer.
- [21A.15.555](#) Golf course.
- [21A.15.560](#) Grade span.
- [21A.15.565](#) Grading.
- [21A.15.570](#) Grazing area.
- [21A.15.575](#) Groundcover.
- [21A.15.580](#) Hazardous household substance.
- [21A.15.585](#) Hazardous substance.
- [21A.15.586](#) Hazardous trees.
- [21A.15.590](#) Heavy equipment and truck repair.
- [21A.15.595](#) Helistop.
- [21A.15.596](#) High voltage electrical transmission tower.
- [21A.15.597](#) Historic resource.
- [21A.15.600](#) Hobby, toy, and game shop.
- [21A.15.605](#) Home business.
- [21A.15.610](#) *Repealed.*
- [21A.15.612](#) Homeless encampment.
- [21A.15.615](#) Household pets.
- [21A.15.620](#) Hydroelectric generation facility.
- [21A.15.623](#) Hypereutrophic.
- [21A.15.625](#) Impervious surface.
- [21A.15.630](#) Improved public roadways.

Exhibit 1 - A

Attachment 2
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- [21A.15.635](#) Individual transportation and taxi.
- [21A.15.637](#) Infiltration rate.
- [21A.15.640](#) Interim recycling facility.
- [21A.15.641](#) Interlocal agreement.
- [21A.15.642](#) Irrigation efficiency.
- [21A.15.645](#) Jail.
- [21A.15.655](#) Jewelry store.
- [21A.15.658](#) Joint use driveway.
- [21A.15.660](#) Kennel.
- [21A.15.662](#) Kitchen or kitchen facility.
- [21A.15.663](#) Lake management plan.
- [21A.15.664](#) Lakes.
- [21A.15.665](#) Landfill.
- [21A.15.667](#) Landscape water features.
- [21A.15.670](#) Landscaping.
- [21A.15.675](#) Landslide.
- [21A.15.680](#) Landslide hazard areas.
- [21A.15.683](#) Least visually obtrusive profile.
- [21A.15.685](#) Level of service (LOS), traffic.
- [21A.15.690](#) Light equipment.
- [21A.15.692](#) Linear activity or development.
- [21A.15.693](#) **Liquor and Cannabis Board**
- [21A.15.695](#) Livestock.
- [21A.15.700](#) Livestock, large.
- [21A.15.705](#) Livestock, small.
- [21A.15.710](#) Livestock sales.
- [21A.15.715](#) Loading space.
- [21A.15.725](#) Lot.
- [21A.15.730](#) Lot line, interior.
- [21A.15.731](#) Low impact development.
- [21A.15.732](#) Maintenance.
- [21A.15.733](#) Managing agency.

Commented [DP4]: Added term 'Liquor and Cannabis Board' as 21A.15.693.

Exhibit 1 - A

Attachment 2 City of Sammamish Marijuana Conformance Amendments March 15, 2016

- [21A.15.734](#) Marijuana or marihuana.
- [21A.15.734.1](#) ~~Marijuana concentrates~~
- [21A.15.735](#) Marijuana processor.
- [21A.15.736](#) Marijuana producer.
- [21A.15.737](#) Marijuana-infused products.
- [21A.15.738](#) Marijuana retailer.
- [21A.15.739](#) Marina.
- [21A.15.740](#) Master telecommunications plan.
- [21A.15.741](#) Material error.
- [21A.15.742](#) Medium-speed electric vehicle.
- [21A.15.743](#) Mesotrophic.
- [21A.15.744](#) Microclimate.
- [21A.15.745](#) Microwave.
- [21A.15.750](#) *Repealed.*
- [21A.15.751](#) Mitigation bank.
- [21A.15.752](#) Mitigation banking.
- [21A.15.755](#) Mobile home.
- [21A.15.760](#) Mobile home park.
- [21A.15.765](#) Monitoring.
- [21A.15.770](#) Monuments, tombstones, and gravestones sales.
- [21A.15.775](#) Motor vehicle, boat, and mobile home dealer.
- [21A.15.782](#) Mulch.
- [21A.15.790](#) Native vegetation.
- [21A.15.794](#) *Repealed.*
- [21A.15.795](#) *Repealed.*
- [21A.15.796](#) Neighborhood electric vehicle.
- [21A.15.797](#) Net buildable area.
- [21A.15.798](#) Nonelectric vehicle.
- [21A.15.799](#) Nonconcealed WCF.
- [21A.15.800](#) Nonconformance.
- [21A.15.810](#) Non-ionizing electromagnetic radiation (NIER).
- [21A.15.815](#) Noxious weed.

Commented [DP5]: Added term 'Marijuana concentrates' as 21A.15.734.1.

Commented [DP6]: Edited to reflect changes made at State level.

Commented [DP7]: Edited to reflect changes made at State level.

Commented [DP8]: Edited to reflect changes made at State level.

Commented [DP9]: Edited to reflect changes made at State level.

Exhibit 1 - A

Attachment 2
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- [21A.15.817](#) Off-street required parking lot.
- [21A.15.818](#) Oligotrophic.
- [21A.15.820](#) Open-work fence.
- [21A.15.825](#) Ordinary high water mark.
- [21A.15.830](#) Outdoor performance center.
- [21A.15.832](#) Overspray.
- [21A.15.835](#) Park.
- [21A.15.840](#) Park service area.
- [21A.15.845](#) Parking lot aisle.
- [21A.15.850](#) Parking lot unit depth.
- [21A.15.855](#) Parking space.
- [21A.15.860](#) Parking space angle.
- [21A.15.862](#) Partially developed.
- [21A.15.865](#) Party of record.
- [21A.15.870](#) Peak hour.
- [21A.15.875](#) Permanent school facilities.
- [21A.15.880](#) Personal medical supply store.
- [21A.15.885](#) Pet shop.
- [21A.15.886](#) Phosphorus.
- [21A.15.887](#) Phosphorus concentration.
- [21A.15.888](#) Phosphorus loading.
- [21A.15.890](#) Photographic and electronic shop.
- [21A.15.895](#) Plant associations of infrequent occurrence.
- [21A.15.896](#) Plant factor.
- [21A.15.897](#) Plug-in hybrid electric vehicle (PHEV).
- [21A.15.898](#) *Repealed.*
- [21A.15.899](#) Potable water.
- [21A.15.900](#) Private.
- [21A.15.905](#) Private storm water management facility.
- [21A.15.910](#) Professional office.
- [21A.15.915](#) Public agency.
- [21A.15.920](#) Public agency animal control facility.

Exhibit 1 - A

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- [21A.15.925](#) Public agency archive.
- [21A.15.930](#) Public agency or utility office.
- [21A.15.935](#) Public agency or utility yard.
- [21A.15.936](#) Public agency or utility yard, satellite.
- [21A.15.940](#) Public agency training facility.
- [21A.15.942](#) Qualified professional.
- [21A.15.945](#) Radio frequency.
- [21A.15.946](#) Radio frequency emissions.
- [21A.15.947](#) Rapid charging station.
- [21A.15.948](#) Reasonable alternative.
- [21A.15.950](#) Reasonable use.
- [21A.15.955](#) Receiving site.
- [21A.15.960](#) Recreational vehicle (RV).
- [21A.15.965](#) Recreational vehicle parks.
- [21A.15.970](#) Recyclable material.
- [21A.15.972](#) Reference evapotranspiration (Eto).
- [21A.15.975](#) Regional storm water management facility.
- [21A.15.980](#) Regional utility corridor.
- [21A.15.982](#) Religious organization.
- [21A.15.985](#) Relocatable facilities cost per student.
- [21A.15.990](#) Relocatable facility.
- [21A.15.1000](#) Restoration.
- [21A.15.1005](#) Retail, comparison.
- [21A.15.1010](#) Retail, convenience.
- [21A.15.1011](#) Retaining wall.
- [21A.15.1011.1](#) Riparian.
- [21A.15.1012](#) Runoff.
- [21A.15.1015](#) Salmonid.
- [21A.15.1020](#) School bus base.
- [21A.15.1025](#) School district.
- [21A.15.1030](#) School district support facility.
- [21A.15.1035](#) Schools, elementary, and middle/junior high.

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Attachment 2
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- [21A.15.1040](#) Schools, secondary or high school.
- [21A.15.1045](#) Seismic hazard areas.
- [21A.15.1050](#) Self-service storage facility.
- [21A.15.1055](#) Sending site.
- [21A.15.1060](#) Senior citizen.
- [21A.15.1062](#) Senior citizen assisted housing.
- [21A.15.1065](#) *Repealed.*
- [21A.15.1070](#) Setback.
- [21A.15.1075](#) Shelters for temporary placement.
- [21A.15.1085](#) Sign.
- [21A.15.1090](#) Sign, awning.
- [21A.15.1095](#) Sign, changing message center.
- [21A.15.1096](#) Sign, community banner.
- [21A.15.1100](#) Sign, community bulletin board.
- [21A.15.1101](#) Sign, community event.
- [21A.15.1105](#) Sign, directional.
- [21A.15.1110](#) Sign, freestanding.
- [21A.15.1115](#) Sign, fuel price.
- [21A.15.1117](#) Sign, fundraising.
- [21A.15.1120](#) Sign, incidental.
- [21A.15.1125](#) Sign, indirectly illuminated.
- [21A.15.1130](#) Sign, monument.
- [21A.15.1135](#) Sign, off-premises directional.
- [21A.15.1140](#) Sign, on-premises.
- [21A.15.1145](#) Sign, permanent residential development identification.
- [21A.15.1148](#) Sign, political.
- [21A.15.1150](#) Sign, portable.
- [21A.15.1155](#) Sign, projecting.
- [21A.15.1160](#) Sign, time and temperature.
- [21A.15.1165](#) Sign, wall.
- [21A.15.1170](#) Site.
- [21A.15.1172](#) Site area.

Exhibit 1 - A

Attachment 2
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- [21A.15.1175](#) Site cost per student.
- [21A.15.1177](#) SITUS file.
- [21A.15.1190](#) Source-separated organic material.
- [21A.15.1195](#) Special use permit.
- [21A.15.1200](#) Specialized instruction school.
- [21A.15.1205](#) Specified sexual activities.
- [21A.15.1207](#) Sponsor.
- [21A.15.1210](#) Sporting goods store.
- [21A.15.1215](#) Sports club.
- [21A.15.1220](#) Stable.
- [21A.15.1225](#) Standard of service, school districts.
- [21A.15.1230](#) Steep slope hazard areas.
- [21A.15.1235](#) Stream functions.
- [21A.15.1240](#) Streams.
- [21A.15.1245](#) Street.
- [21A.15.1250](#) Street frontage.
- [21A.15.1255](#) Structure.
- [21A.15.1260](#) Student factor.
- [21A.15.1265](#) Submerged land.
- [21A.15.1270](#) Substantial improvement.
- [21A.15.1271](#) TDR certificate.
- [21A.15.1272](#) TDR certificate of intent.
- [21A.15.1273](#) TDR program.
- [21A.15.1274](#) TDR sending site application.
- [21A.15.1275](#) Temporary use permit.
- [21A.15.1276](#) Temporary WCF.
- [21A.15.1277](#) Theater.
- [21A.15.1278](#) Theatrical production services.
- [21A.15.1280](#) Tightline sewer.
- [21A.15.1282](#) Total phosphorus.
- [21A.15.1285](#) Trails.
- [21A.15.1288](#) Transfer of development rights (TDR).

Exhibit 1 - A

Attachment 2
City of Sammamish
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March 15, 2016

21A.15.1290	Transfer station.
21A.15.1295	Transit bus base.
21A.15.1305	Transitional housing facilities.
21A.15.1310	Transmission equipment.
21A.15.1315	Transmission line booster station.
21A.15.1320	Transmission support structure.
21A.15.1325	Transmitter building.
21A.15.1330	Transportation system management (TSM).
21A.15.1332	Tree, heritage.
21A.15.1332.1	Tree, landmark.
21A.15.1333	Tree, significant.
21A.15.1334	Trophic state index.
21A.15.1334.1	Trophic status.
21A.15.1335	Ultimate roadway section.
21A.15.1337	Underground storage tanks.
21A.15.1345	Use.
21A.15.1350	Utility facility.
21A.15.1352	Vactor waste.
21A.15.1353	Vactor waste receiving facility.
21A.15.1355	Variance.
21A.15.1360	Vegetation.
21A.15.1365	Vocational school.
21A.15.1375	Warehousing and wholesale trade.
21A.15.1380	Wastewater treatment facility.
21A.15.1382	Water budget.
21A.15.1385	Water-dependent use.
21A.15.1386	Water-enjoyment use.
21A.15.1387	Water-oriented use.
21A.15.1388	Water-related use.
21A.15.1390	<i>Repealed.</i>
21A.15.1395	Wetland edge.
21A.15.1400	<i>Repealed.</i>

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- [21A.15.1405](#) Wetland functions.
- [21A.15.1410](#) Wetland, isolated.
- [21A.15.1415](#) Wetlands.
- [21A.15.1416](#) Wetlands of local significance.
- [21A.15.1420](#) Wetpond.
- [21A.15.1425](#) Wildlife shelter.
- [21A.15.1426](#) Wireless communication facility.
- [21A.15.1427](#) Wireless communications.
- [21A.15.1428](#) Wireless right-of-way use agreement.
- [21A.15.1430](#) Work release facility.
- [21A.15.1432](#) Wrecked, dismantled, or inoperative vehicle.
- [21A.15.1435](#) Yard or organic waste processing facility.

21A.15.207 Collective garden.

“Collective garden” means any area or location where qualifying patients engage in the production, processing, transporting, and delivery of ~~cannabismarijuana~~ for medical use ~~as set forth in ESSSB 5073 or otherwise.~~
(Ord. O2014-376 § 3 (Att. A))

21A.15.251~~2~~ Conversion factor.

“Conversion factor” means a number that converts the water budget allowance from acre-inches per acre per year to gallons per square foot per year or cubic feet per year. (Ord. O2003-132 § 10)

21A.15.252 Cooperative

“Cooperative” means an entity with up to four members located in the domicile of one of the members, registered with the Washington State Liquor and Cannabis Board, and meeting the requirements under Chapter 69.51A RCW where qualifying patients and designated providers share responsibility for acquiring and supplying the resources needed to produce and process marijuana for medical use of members of the Cooperative.

21A.15.693 Liquor and Cannabis Board (LCB).

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"Liquor and Cannabis Board (LCB)" means the Washington State Liquor and Cannabis Board which carries out Washington liquor, marijuana, and tobacco laws and regulations.

21A.15.734.1 Marijuana concentrates.

"Marijuana concentrates" means products consisting wholly or in part of the resin extracted from any part of the plant cannabis and having a THC concentration greater than ten percent.

21A.15.735 Marijuana processor.

"Marijuana processor" means a person or entity licensed by the Washington State Liquor and Cannabis Control Board ("WLCB") to process marijuana into marijuana concentrates, useable marijuana and marijuana-infused products, package and label marijuana concentrates, useable marijuana and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, useable marijuana and marijuana-infused products at wholesale to marijuana retailers. (Ord. O2014-376 § 3 (Att. A))

21A.15.736 Marijuana producer.

"Marijuana producer" means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers. (Ord. O2014-376 § 3 (Att. A))

21A.15.737 Marijuana-infused products.

"Marijuana-infused products" means products that contain marijuana or marijuana extracts, and are intended for human use, are derived from Marijuana, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either marijuana concentrates or useable marijuana. (Ord. O2014-376 § 3 (Att. A))

21A.15.738 Marijuana retailer.

"Marijuana retailer" means a person or entity licensed by the WLCB to sell marijuana concentrates, useable marijuana, and marijuana-infused products in a retail outlet. (Ord. O2014-376 § 3 (Att. A))

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Chapter 21B.15
TECHNICAL TERMS AND LAND USE DEFINITIONS

Sections:

- [21B.15.010](#) Scope of chapter.
- [21B.15.020](#) American Association of State Highway and Transportation Officials (AASHTO).
- [21B.15.030](#) Berm.
- [21B.15.040](#) Blank wall.
- [21B.15.050](#) Biofiltration swale.
- [21B.15.060](#) Building articulation.
- [21B.15.070](#) Brewpub.
- [21B.15.080](#) Clustered development.
- [21B.15.085](#) Collective garden.
- [21B.15.090](#) Common open space.
- [21B.15.100](#) Condotel.
- [21B.15.110](#) Connector street.
- [21B.15.112](#) Cooperative.
- [21B.15.120](#) Cottage housing.
- [21B.15.130](#) Crime prevention through environmental design (CPTED).
- [21B.15.140](#) Dark sky standards.
- [21B.15.150](#) Departure.
- [21B.15.160](#) Duplex.
- [21B.15.170](#) Feasible.
- [21B.15.180](#) Floor area ratio.
- [21B.15.190](#) Green roof.
- [21B.15.200](#) Gross developable acreage.
- [21B.15.210](#) Indoor recreation area.
- [21B.15.220](#) Landscaped open space.
- [21B.15.225](#) Liquor and Cannabis Board (LCB).
- [21B.15.230](#) Low impact development.
- [21B.15.2345](#) Marijuana or marihuana.
- [21B.15.235](#) Marijuana concentrates.

Commented [DP1]: Edited to reflect changes made at State level.

Commented [DP2]: Added the term 'Cooperative' as 21B.15.112.

Commented [DP3]: Added the term 'Liquor and Cannabis Board' as 21B.15.225.

Commented [DP4]: Re-numbered to 21B.15.234 to allow addition of the term 'Marijuana concentrates' under 21B.15.235.

Commented [DP5]: Added the term 'Marijuana concentrates' as 21B.15.235.

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- [21B.15.236](#) Marijuana processor.
- [21B.15.237](#) Marijuana producer.
- [21B.15.238](#) Marijuana-infused products.
- [21B.15.239](#) Marijuana retailer.
- [21B.15.240](#) Mixed-use node.
- [21B.15.250](#) Mixed-use street.
- [21B.15.260](#) Multifamily open space.
- [21B.15.270](#) Multifamily.
- [21B.15.280](#) Pedestrian-oriented open space (or pedestrian-oriented space).
- [21B.15.290](#) Pedestrian-oriented street or corridor.
- [21B.15.300](#) Public open space.
- [21B.15.310](#) Rain garden.
- [21B.15.320](#) Residential street.
- [21B.15.330](#) Roofline modulation.
- [21B.15.340](#) Sight distance triangle.
- [21B.15.350](#) Solar access.
- [21B.15.360](#) Town Center Stormwater Master Plan.
- [21B.15.370](#) Town Center Infrastructure Plan.
- [21B.15.380](#) Unified zone development plan (UZDP).
- [21B.15.390](#) Usable open space.
- [21B.15.400](#) Winery.
- [21B.15.410](#) Woonerf.

Commented [DP6]: Edited to reflect changes made at State level.

Commented [DP7]: Edited to reflect changes made at State level.

Commented [DP8]: Edited to reflect changes made at State level.

Commented [DP9]: Edited to reflect changes made at State level.

21B.15.085 Collective garden.

"Collective garden" means any area or location where qualifying patients engage in the production, processing, transporting, and delivery of ~~cannabismarijuana~~ for medical use, ~~as set forth in ESSB 5073 or otherwise.~~ (Ord. O2014-376 § 3 (Att. A))

21B.15.112 Cooperative

"Cooperative" means an entity with up to four members located in the domicile of one of the members, registered with the Washington State Liquor and Cannabis Board, and meeting the requirements under Chapter 69.51A RCW where qualifying patients and designated providers share responsibility for acquiring and

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supplying the resources needed to produce and process marijuana for medical use of members of the Cooperative.

21B.15.225 Liquor and Cannabis Board (LCB).

"Liquor and Cannabis Board (LCB)" means the Washington State Liquor and Cannabis Board which carries out Washington liquor, marijuana, and tobacco laws and regulations.

21B.15.234~~5~~ Marijuana or marihuana.

"Marijuana" or "marihuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. (Ord. O2014-376 § 3 (Att. A))

21B.15.235 Marijuana concentrates

"Marijuana concentrates" means products consisting wholly or in part of the resin extracted from any part of the plant cannabis and having a THC concentration greater than ten percent.

21B.15.236 Marijuana processor.

"Marijuana processor" means a person or entity licensed by the Washington State Liquor ~~and Cannabis Control~~ Board ("~~W~~LCB") to process marijuana into marijuana concentrates, useable marijuana and marijuana-infused products, package and label marijuana concentrates, useable marijuana and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, useable marijuana and marijuana-infused products at wholesale to marijuana retailers. (Ord. O2014-376 § 3 (Att. A))

21B.15.237 Marijuana producer.

"Marijuana producer" means a person or entity licensed by the ~~W~~LCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers. (Ord. O2014-376 § 3 (Att. A))

21B.15.238 Marijuana-infused products.

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"Marijuana-infused products" means products that contain marijuana or marijuana extracts and are intended for human use, are derived from Marijuana, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either marijuana concentrates or useable marijuana. (Ord. O2014-376 § 3 (Att. A))

21B.15.239 Marijuana retailer.

"Marijuana retailer" means a person or entity licensed by the WLCB to sell marijuana concentrates, useable marijuana, and marijuana-infused products in a retail outlet. (Ord. O2014-376 § 3 (Att. A))

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Chapter 21A.20
PERMITTED USES

Sections:

[21A.20.010](#) Establishment of uses.

[21A.20.020](#) Interpretation of land use tables.

[21A.20.030](#) Residential land uses.

[21A.20.040](#) Recreational/cultural land uses.

[21A.20.050](#) General services land uses.

[21A.20.060](#) Government/business services land uses.

[21A.20.070](#) Retail land uses.

[21A.20.080](#) Manufacturing land uses.

[21A.20.090](#) Resource land uses.

[21A.20.100](#) Regional land uses.

Commented [DP1]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP2]: Edited to add 'Cooperative' and 'Collective garden' to Accessory Uses. Added footnote (18) indicating all marijuana related land uses are prohibited in the City of Sammamish. Also edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP3]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP4]: Edited to add use 'Marijuana producer', 'Marijuana processor', 'Marijuana retailer', 'Cooperative', and 'Collective garden'. Added footnote (25) indicating all marijuana related uses are prohibited in the City of Sammamish. Also edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP5]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP6]: Edited to eliminate uses 'Marijuana producer', 'Marijuana processor', and 'Collective garden'. Added footnote (10) indicating all marijuana related uses are prohibited in the City of Sammamish. Also edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP7]: Edited to add uses 'Marijuana producer', 'Marijuana processor', 'Cooperative' and 'Collective garden'. Added footnote (3) indicating all marijuana related uses are prohibited in the City of Sammamish. Also edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP8]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP9]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

Commented [DP10]: Edited to add an 'X' to indicate when a use is prohibited in a specific zone consistent with the use charts in 21B.20.

21A.20.010 Establishment of uses.

The use of a property is defined by the activity for which the building or lot is intended, designed, arranged, occupied, or maintained. The use is considered permanently established when that use will be or has been in continuous operation for a period exceeding 60 days. A use that will operate for less than 60 days is considered a temporary use, and subject to the requirements of Chapter [21A.70](#) SMC. All applicable requirements of this code, or other applicable state or federal requirements, shall govern a use located in the City of Sammamish. (Ord. O2003-132 § 11)

21A.20.020 Interpretation of land use tables.

(1) The land use tables in this chapter determine whether a specific use is allowed in a zone district. The zone district is located on the vertical column and the specific use is located on the horizontal row of these tables.

(2) If an "X" appears in the box at the intersection of the column and the row, the use is not allowed in that district, except for certain temporary uses.

(3) If the letter "P" appears in the box at the intersection of the column and the row, the use is allowed in that district subject to the review procedures specified in Chapter [21A.100](#) SMC and the general requirements of the code.

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(4) If the letter "C" appears in the box at the intersection of the column and the row, the use is allowed subject to the conditional use review procedures specified in Chapter [21A.100](#) SMC and the general requirements of the code.

(5) If the letter "S" appears in the box at the intersection of the column and the row, the regional use is permitted subject to the special use permit review procedures specified in Chapter [21A.100](#) SMC and the general requirements of the code.

(6) If a number appears in the box at the intersection of the column and the row, the use may be allowed subject to the appropriate review process indicated above, the general requirements of the code and the specific conditions indicated in the development condition with the corresponding number immediately following the land use table.

(7) If more than one letter-number combination appears in the box at the intersection of the column and the row, the use is allowed in that zone subject to different sets of limitation or conditions depending on the review process indicated by the letter, the general requirements of the code and the specific conditions indicated in the development condition with the corresponding number immediately following the table.

(8) All applicable requirements shall govern a use whether or not they are cross-referenced in a section. (Ord. O2003-132 § 11)

21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential	Neighborhood Business	Community Business	Office	
		R-1 – R-8	R-12 – R-18	NB	CB	O
	DWELLING UNITS, TYPES:					
*	Single detached	P C9	P C9	X	X	X
*	Townhouse	P10	P	P2	P2	P2
*	Apartment	P3	P	P2	P2	P2
*	Mobile home park	C6	P	X	X	X
*	Duplexes ⁽¹⁷⁾	P16	P	X	X	X
	GROUP RESIDENCES:					
*	Community residential facility-I	C	P	P2	P2	P2
*	Community residential facility-II	X	X	P2	P2	P2
*	Dormitory	C4	P	X	X	X
*	Senior citizen assisted housing	X	P	P2	P2	P2
	ACCESSORY USES:					
*	Residential accessory uses	P5	P5	X	X	X
*	Home business Type 1	P	P	P	P	P
*	Home business Type 2	C	C	C	C	C
*	EV charging station ^(11, 12)	P13	P13	P	P	P
*	Rapid charging station ⁽¹⁴⁾	P15	P15	P	P	P
-	Cooperative (18)	X	X	X	X	X

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
*	Collective garden (18)	X	X	X	X	X
*	TEMPORARY LODGING:					
7011	Hotel/motel ⁽¹⁾	X	X	X	P	P
*	Bed and breakfast guesthouse	P7	P7	P7	P8	X
7041	Organization hotel/lodging houses	X	X	X	X	X

B. Development Conditions.

1. Except bed and breakfast guesthouses.
2. Only as part of a mixed use development subject to the conditions of Chapter [21A.30](#) SMC, stand-alone townhouse developments are permitted subject to the provisions of SMC [21A.25.040](#), [21A.30.020](#), [21A.30.040](#) and [21A.30.140](#).
3. Only in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter [21A.70](#) SMC.
4. Only as an accessory to a school, college/university, or church.
5. a. Accessory dwelling units:
 - (1) Only one accessory dwelling per primary single detached dwelling unit;
 - (2) Only in the same building as the primary dwelling unit when there is more than one primary dwelling on a lot;
 - (3) The primary dwelling unit or the accessory dwelling unit shall be owner occupied;

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(a) The accessory dwelling units shall not exceed a floor area of 1,000 square feet when detached, except when one of the dwelling units is wholly contained within the existing residence then the floor area shall not exceed 50 percent of the floor area of the existing unit;

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

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

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

(4) No additional off-street parking space shall be required when the parcel contains four or more parking spaces;

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

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

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

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

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- (2) No storage of aviation fuel except that contained in the tank or tanks of the aircraft.
6. Mobile home parks shall not be permitted in the R-1 zones.
7. Only as an accessory to the permanent residence of the operator, provided:
- a. Serving meals to paying guests shall be limited to breakfast; and
 - b. The number of persons accommodated per night shall not exceed five, except that a structure which satisfies the standards of the Uniform Building Code as adopted by the City of Sammamish for R-1 occupancies may accommodate up to 10 persons per night.
8. Only when part of a mixed use development.
9. Required prior to approving more than one dwelling on individual lots, except on lots in subdivisions, short subdivisions, or binding site plans approved for multiple unit lots, and except as provided for accessory dwelling units in subsection (B)(5) of this section.
10. Only when done in accordance with the low impact development standards in SMC [21A.30.020](#) and Chapter [21A.85](#) SMC.
11. Level 1 and Level 2 charging only.
12. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.
13. Allowed only as accessory to a primary permitted use or permitted conditional use.
14. The term "rapid" is used interchangeably with "Level 3" and "fast charging."
15. Only as an "electric vehicle charging station – restricted."
16. Duplexes are allowed in R-4, R-6 and R-8 zones only. Duplexes must be new construction only; no additions to existing structures are allowed.
17. Duplexes only are subject to the design standards in SMC [21B.30.270](#) and are defined in SMC [21B.15.160](#). Affordable duplex units that meet the provisions of SMC [21B.75.050](#) and

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[21B.75.060](#) shall be counted as one-half of a dwelling unit for the purpose of calculating density. Units in duplexes on the corners of rights-of-way shall be counted as one-half a dwelling unit for the purpose of calculating density. The entrances to the duplex dwelling units on corners shall be located with only one entrance facing on each street side of the building. (Ord. O2012-327 § 1 (Att. A); Ord. O2011-316 § 1 (Att. A); Ord. O2011-300 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2003-132 § 11)

[18. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.](#)

21A.20.040 Recreational/cultural land uses.

A. Table of Recreational/Cultural Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	ZONE		COMMERCIAL		
		RESIDENTIAL		Neighborhood Business	Community Business	Office
		Urban Residential				
		R-1 – R-8	R-12 – R-18			
	PARK/RECREATION:					
*	Park	P1	P1, P10	P	P	P
*	Trails	P	P	P	P	P
*	Marina	C2	C2	P4	P	P

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SIC#	SPECIFIC LAND USE	ZONE		COMMERCIAL		
		RESIDENTIAL		Neighborhood Business	Community Business	Office
		Urban Residential				
		R-1 – R- 8	R-12 – R- 18	NB	CB	O
*	Sports club ⁽⁹⁾	C3	C3	C	P	X
	AMUSEMENT/ENTERTAINMENT:					
*	Theater	X	X	X	P5	P5
7833	Theater, drive-in	X	X	X	X	X
793	Bowling center	X	X	X	P	X
*	Golf facility	P6	P6	X	X	X
7999	Amusement and recreation services	P7 C	P7 C	X	P	X
*	Amusement arcades	X	X	X	P	X
	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	X	P

B. Development Conditions.

1. The following conditions and limitations shall apply, where appropriate:

- a. No stadiums on sites less than 10 acres;

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- b. Lighting for structures and fields shall be directed away from residential areas;
 - c. 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 R-1 to R-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.

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9. Only for stand-alone sports clubs that are not part of a park.

10. Park structures shall maintain a minimum distance of 10 feet from property lines adjoining multifamily zones R-12 and R-18. (Ord. O2010-279 § 1 (Att. A); Ord. O2005-171 § 2; Ord. O2003-132 § 11)

21A.20.050 General services land uses.

A. Table of General Services Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
	PERSONAL SERVICES:					
72	General personal service	X	X	P	P	P3
7216	Drycleaning plants	X	X	X	X	X
7261	Funeral home/crematory	C4	C4	X	P	X
*	Cemetery, columbarium or mausoleum	P20 C5	P20 C5	P20	P20	P20
*	Daycare I	P6	P	P	P	P7
*	Daycare II	P8 C	P8 C	P	P	P7

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
074	Veterinary clinic	X	X	P9	P9	X
753	Automotive repair ⁽¹⁾	X	X	P10	P	X
754	Automotive service	X	X	P10	P	X
76	Miscellaneous repair	X	X	X	P	X
*	Battery exchange station	X	X	P10	P10	X
866	Churches, synagogue, temple	P11 C	P11 C	P	P	P
83	Social services ⁽²⁾	P11 C12	P11 C12	P12	P	P
*	Stable	P13 C	X	X	X	X
*	Kennel or cattery	X	X	X	C	X
*	Theater production services	X	X	X	P24	X
*	Artist studios	P22	P22	P	P	P23
*	Interim recycling facility	P17	P17	P18	P18	X
	HEALTH SERVICES:					
801 – 04	Office/outpatient clinic	P11 C12	P11 C12	P	P	P
805	Nursing and personal care facilities	X	C	X	P	X
806	Hospital	C12	C12	X	P	C
807	Medical/dental lab	X	X	X	P	P

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
808 – 09	Miscellaneous health	X	X	X	P	P
*-	Marijuana producer (25)-	X-	X-	X-	X-	X-
*	Marijuana processor (25)	X	X	X	X	X
*	Marijuana retailer (25)	X	X	X	X	X
*	Cooperative (25)	X	X	X	X	X
*	Collective garden (25)	X	X	X	X	X
	EDUCATION SERVICES:					
*	Elementary school	P	P	X	X	X
*	Middle/junior high school	P	P	X	X	X
*	Secondary or high school	P21	P21	X	X	X
*	Vocational school	P12 C	P12 C	X	C	P14
*	Specialized instruction school	P15 C16	P15 C16	P	P	P14
*	School district support facility	P19 C	P19 C	C	P	P

B. Development Conditions.

1. Except SIC Industry No. 7534, Tire retreading, see manufacturing permitted use table.
2. Except SIC Industry Group Nos.:
 - a. 835 – Daycare services; and

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- b. 836 – Residential care, which is otherwise provided for on the residential permitted land use table.
- 3. Limited to SIC Industry Group and Industry Nos.:
 - a. 723 – Beauty shops;
 - b. 724 – Barber shops;
 - c. 725 – Shoe repair shops and shoeshine parlors;
 - d. 7212 – Garment pressing and agents for laundries and drycleaners;
 - e. 217 – Carpet and upholstery cleaning.
- 4. Only as an accessory to a cemetery.
- 5. Structures shall maintain a minimum distance of 100 feet from property lines adjoining residential zones.
- 6. Only as an accessory to residential use, provided:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates, and have a minimum height of six feet; and
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones.
- 7. Permitted as an accessory use, see commercial/industrial accessory, SMC [21A.20.060](#) (A).
- 8. Only as a re-use of a public school facility subject to the provisions of Chapter [21A.70](#) SMC, or an accessory use to a school, church, park, sport club or public housing administered by a public agency, provided:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates and have a minimum height of six feet;

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- b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - c. Direct access to a developed arterial street shall be required in any residential zone; and
 - d. Hours of operation may be restricted to assure compatibility with surrounding development.
9. a. No burning of refuse or dead animals is allowed;
- b. The portion of the building or structure in which animals are kept or treated shall be soundproofed. All run areas, excluding confinement areas for livestock, shall be surrounded by an eight-foot solid wall and surfaced with concrete or other impervious material; and
 - c. The provisions of Chapter [21A.65](#) SMC relative to animal keeping are met.
10. The repair work, battery exchange station work, or service shall only be performed in an enclosed building, and no outdoor storage of materials. SIC Industry No. 7532, Top, body, and upholstery repair shops and paint shops, is not allowed.
11. Only as a re-use of a public school facility subject to the provisions of Chapter [21A.70](#) SMC.
12. Only as a re-use of a surplus nonresidential facility subject to Chapter [21A.70](#) SMC.
13. Covered riding arenas are subject to the provisions of Chapter [21A.65](#) SMC and shall not exceed 20,000 square feet; provided, that stabling areas, whether attached or detached, shall not be counted in this calculation.
14. All instruction must be within an enclosed structure.
15. Only as an accessory to residential use, provided:
- a. Students are limited to 12 per one-hour session;
 - b. All instruction must be within an enclosed structure; and

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

16. Subject to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors. (Ord. O2011-300 § 1 (Att. A); Ord. O2009-249 § 1; Ord. O2003-132 § 11)

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25. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.

21A.20.060 Government/business services land uses.

A. Table of Government/Business Service Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		ZONE		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
	GOVERNMENT SERVICES:					
*	Public agency or utility yard ⁽²⁵⁾	C25	C25	P	P	P
*	Satellite public agency or utility yard	P26 C	P26 C	P	P	P
*	Public agency or utility office	P2, P27 C	P2, P27 C	P	P	P
*	Public agency archives	P27	P27	X	X	P
921	Court	P27	P27	P3	P3	P
9221	Police facility	P27	P27	P5	P	P

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		ZONE		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
9224	Fire facility	C4	C4	P	P	P
*	Utility facility	P22 C21	P22 C21	P	P	P
*	Commuter parking lot	C P14	C P14	P	P	P
*	Private storm water management facility	P6	P6	P6	P6	P6
*	Vactor waste receiving facility	P13	P13	P23	P23	P23
*	Farmers' market	P26, P27	P26, P27	P	P	P
	BUSINESS SERVICES:					
*	Construction and trade	X	X	X	X	P7
*	Individual transportation and taxi	X	X	X	P18	P8
421	Trucking and courier service	X	X	X	P9	P10
*	Self-service storage	X	C11	X	P	P
473	Freight and cargo service	X	X	X	X	P
472	Passenger transportation service	X	X	X	P	P
48	Communication offices	X	X	X	X	P
482	Telegraph and other communications	X	X	X	P	P
*	General business service	X	X	P	P	P
*	Professional office	X	P31	P	P	P
7312	Outdoor advertising service	X	X	X	X	P12

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
735	Miscellaneous equipment rental	X	X	X	P12	P12
751	Automotive rental and leasing	X	X	X	P	X
752	Automotive parking	X	X	P15	P15	P15
*	Off-street required parking lot	P24	P24	P24	P24	P24
7941	Professional sport teams/promoters	X	X	X	X	P
873	Research, development and testing	X	X	X	X	P1
	ACCESSORY USES:					
*	Commercial/industrial accessory uses	X	X	P16	P16	P
*	Helistop	C17	C17	C17	C17	C17
*	EV charging station ^(28, 29)	P	P	P	P	P
*	Rapid charging station ^(29, 30)	P	P	P	P	P

B. Development Conditions.

1. Except SIC Industry No. 8732, Commercial economic, sociological, and educational research, see general business service/office.
2. a. Only as a re-use of a public school facility or a surplus nonresidential facility subject to the provisions of Chapter [21A.70 SMC](#); or
 - b. Only when accessory to a fire facility and the office is no greater than 1,500 square feet of floor area.
3. Only as a re-use of a surplus nonresidential facility subject to Chapter [21A.70 SMC](#).

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4. a. All buildings and structures shall maintain a minimum distance of 20 feet from property lines adjoining residential zones;
 - b. Any buildings from which fire-fighting equipment emerges onto a street shall maintain a distance of 35 feet from such street;
 - c. No outdoor storage.
5. Limited to "storefront" police offices. Such offices shall not have:
- a. Holding cells;
 - b. Suspect interview rooms (except in the NB zone); or
 - c. Long-term storage of stolen properties.
6. Private storm water management facilities serving development proposals located on commercial zoned lands shall also be located on commercial lands, unless participating in an approved shared facility drainage plan. Such facilities serving development within an area designated "urban" in the King County comprehensive plan shall only be located in the urban area.
7. No outdoor storage of materials.
8. Limited to office uses.
9. Limited to self-service household moving truck or trailer rental accessory to a gasoline service station.
10. Limited to SIC Industry No. 4215, Courier services, except by air.
11. Accessory to an apartment development of at least 12 units, provided:
- a. The gross floor area in self-service storage shall not exceed the total gross floor area of the apartment dwellings on the site;
 - b. All outdoor lights shall be deflected, shaded and focused away from all adjoining property;

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- c. The use of the facility shall be limited to dead storage of household goods;
 - d. No servicing or repair of motor vehicles, boats, trailers, lawn mowers or similar equipment;
 - e. No outdoor storage or storage of flammable liquids, highly combustible or explosive materials or hazardous chemicals;
 - f. No residential occupancy of the storage units;
 - g. No business activity other than the rental of storage units; and
 - h. A resident director shall be required on the site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.
12. No outdoor storage.
13. Only as an accessory use to a public agency or utility yard, or to a transfer station.
14. Limited to new commuter parking lots designed for 30 or fewer parking spaces or commuter parking lots located on existing parking lots for churches, schools, or other permitted nonresidential uses which have excess capacity available during commuting; provided, that the new or existing lot is adjacent to a designated arterial that has been improved to a standard acceptable to the Department of Transportation.
15. No tow-in lots for damaged, abandoned or otherwise impounded vehicles.
16. Storage limited to accessory storage of commodities sold at retail on the premises or materials used in the fabrication of commodities sold on the premises.
17. Limited to emergency medical evacuation sites in conjunction with police, fire or health service facilities.
18. Limited to private road ambulance services with no outside storage of vehicles.
19. Limited to two acres or less.
20. a. Utility yards only on sites with utility district offices; or

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- b. Public agency yards are limited to material storage for road maintenance facilities.
- 21. Limited to bulk gas storage tanks which pipe to individual residences but excluding liquefied natural gas storage tanks.
- 22. Excluding bulk gas storage tanks.
- 23. Vactor waste treatment, storage and disposal shall be limited to liquid materials. Materials shall be disposed of directly into a sewer system, or shall be stored in tanks (or other covered structures), as well as enclosed buildings.
- 24. Provided:
 - a. Off-street required parking for a land use located in the urban area must be located in the urban area;
 - b. Off-street required parking for a land use located in the rural area must be located in the rural area; and
 - c. Off-street required parking must be located on a lot which would permit, either outright or through a land use permit approval process, the land use the off-street parking will serve.
- 25. Prior to issuing the notice of decision, the applicant shall hold a second neighborhood meeting consistent with the provisions of SMC [20.05.035](#).
- 26. Accessory to an existing publicly owned and improved site, limited to parks and schools.
- 27. Accessory to an existing publicly owned and improved site, containing a school, City Hall, or civic center.
- 28. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.
- 29. Allowed only as accessory to a primary permitted use or permitted conditional use.
- 30. The term "rapid" is used interchangeably with "Level 3" and "fast charging."

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31. The professional office use and improvements shall be subject to the following limitations:
- a. Only allowed within the Inglewood and Pine Lake Community Centers as designated by the Sammamish Comprehensive Plan;
 - b. The total floor area associated with the use shall not exceed 3,000 square feet;
 - c. The hours that the business is open to the public shall be limited to between 8:00 a.m. and 6:00 p.m.;
 - d. The number of individual professional office spaces shall not exceed three per building; and
 - e. The individual professional office spaces shall be located on the ground floor of the building in which they are located. (Ord. O2011-300 § 1 (Att. A); Ord. O2011-299 § 1 (Att. A); Ord. O2010-279 § 1 (Att. A); Ord. O2005-170 § 1; Ord. O2003-132 § 11)

21A.20.070 Retail land uses.

A. Table of Retail Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential	Neighborhood Business	Community Business	Office	
		R-1 – R-8	R-12 – R-18	NB	CB	O
*	Building, hardware and garden materials	X	X	P1	P	X

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
*	Department and variety stores	X	X	P	P	C
54	Food stores	X	X	P	P	C
*	Agricultural product sales	P2	X	X	X	X
553	Auto supply stores	X	X	X	P4	X
554	Gasoline service stations	X	X	P	P	X
56	Apparel and accessory stores	X	X	X	P	X
*	Furniture and home furnishings stores	X	X	X	P	X
58	Eating and drinking places	X	X	P5	P	P
*	Drug stores	X	X	P	P	C
592	Liquor stores	X	X	X	P	X
593	Used goods: antiques/secondhand shops	X	X	X	P	X
*	Sporting goods and related stores	X	X	X	P	X
*	Book, stationery, video and art supply stores	X	X	P	P	C
*	Jewelry stores	X	X	X	P	X
*	Hobby, toy, game shops	X	X	P	P	X
*	Photographic and electronic shops	X	X	P	P	X
*	Fabric shops	X	X	X	P	X
598	Fuel dealers	X	X	X	C7	P
*	Florist shops	X	X	P	P	P
*	Personal medical supply stores	X	X	X	P	X

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SIC#	SPECIFIC LAND USE	ZONE		COMMERCIAL		
		RESIDENTIAL		Neighborhood Business	Community Business	Office
		Urban Residential				
		R-1 – R- 8	R-12 – R- 18	NB	CB	O
*	Pet shops	X	X	P	P	X
*	Bulk retail	X	X	X	P	X
*	Livestock sales	P8, P9	X	X	X	X
*	Marijuana retailer (10)	X	X	X	X	X
*	Marijuana producer	X	X	X	X	X
*	Marijuana processor	X	X	X	X	X
*	Collective garden	X	X	X	X	X

B. Development Conditions.

1. Only hardware and garden materials stores shall be permitted.
2. a. Except for hay sales, limited to products produced on-site; and
 - b. Covered sales areas shall not exceed a total area of 500 square feet.
3. Limited to SIC Industry No. 5331, Variety stores, and further limited to a maximum of 2,000 square feet of gross floor area.
4. Only the sale of new or reconditioned automobile supplies is permitted.
5. Excluding SIC Industry No. 5813, Drinking places.
6. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, school, licensed daycare centers, parks, community centers, public libraries, or churches which conduct religious or educational classes for minors.
7. No outside storage of fuel trucks and equipment.

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- 8. Retail sale of livestock is permitted only as accessory to raising livestock.
- 9. Limited to the R-1 zone. (Ord. O2014-376 § 3 (Att. A); Ord. O2009-249 § 1; Ord. O2003-132 § 11)

10. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.

21A.20.080 Manufacturing land uses.

A. Table of Manufacturing Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		URBAN RESIDENTIAL		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
27	Printing and publishing	X	X	P1	P1	P1 C
32	Stone, clay, glass and concrete products	X	X	X	P2	X
357	Computer and office equipment	X	X	X	X	C
38	Measuring and controlling instruments	X	X	X	X	C

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SIC#	SPECIFIC LAND USE	ZONE		COMMERCIAL		
		RESIDENTIAL		Neighborhood Business	Community Business	Office
		Urban Residential				
		R-1 – R- 8	R-12 – R- 18	NB	CB	O
*	Marijuana producer (3)	X	X	X	X	X
*	Marijuana processor (3)	X	X	X	X	X
*	Cooperative (3)	X	X	X	X	X
*	Collective garden (3)	X	X	X	X	X

B. Development Conditions.

1. Limited to photocopying and printing services offered to the general public.
2. Only within enclosed buildings, and as an accessory use to retail sales. (Ord. O2003-132 § 11)

3. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.

21A.20.090 Resource land uses.

A. Table of Resource Land Uses.

KEY

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
	AGRICULTURE:					
01	Growing and harvesting crops	P	X	X	X	X
02	Raising livestock and small animals	P2	X	X	X	X
	FORESTRY:					
08	Growing and harvesting forest products	P	X	X	X	X
*	Forest research	X	X	X	X	P1
	FISH AND WILDLIFE MANAGEMENT:					
0921	Hatchery/fish preserve	C	X	X	X	X
0273	Aquaculture	C	X	X	X	X

B. Development Conditions.

1. Only forest research conducted within an enclosed building.
2. Large livestock allowed only in the R1-8 zones. On parcels less than 2.00 acres the property must have an approved farm plan from the King County conservation district on file with the City. (Ord. O2009-249 § 1; Ord. O2003-132 § 11)

21A.20.100 Regional land uses.

A. Table of Regional Land Uses.

KEY

P – Permitted Use

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C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		URBAN RESIDENTIAL		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
*	Jail	S	S	S	S	S
*	Work release facility	S	S	S	S	S
*	Public agency training facility	X	X	X	S1	S1
*	Hydroelectric generation facility	C9 S	X	X	X	X
*	Nonhydroelectric generation facility	C8 S	C8 S	C8 S	C8 S	C8 S
*	Communication facility	C4c S	C4c S	C4c S	P	P
*	Earth station	C4a S	C4a S	P4b C	P	P
13	Oil and gas extraction	S	S	S	S	S
*	Energy resource recovery facility	S	S	S	S	S
*	Landfill	S	S	S	S	S
*	Transfer station	S	S	S	S	
*	Wastewater treatment facility	S	S	S	S	S
*	Municipal water production	S	S	S	S	S
*	Airport/heliport	S	S	S	S	S

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SIC#	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		Urban Residential		Neighborhood Business	Community Business	Office
		R-1 – R-8	R-12 – R-18	NB	CB	O
*	Transit bus base	S	S	S	S	S
*	School bus base	C P3 S	C3 S	S	S	S
7948	Racetrack	S5	S5	S5	S	S5
*	Fairground	X	X	X	S	X
8422	Zoo/wildlife exhibit	S	S	X	S	X
7941	Stadium/arena	X	X	X	X	X
8221 – 8222	College/university	P6 C7 S	P6 C7 S	P6 C7 S	P	P

B. Development Conditions.

1. Except weapons armories and outdoor shooting ranges.
2. Except outdoor shooting range.
3. Only in conjunction with an existing or proposed school.
4. a. Limited to no more than three satellite dish antennas.
 - b. Limited to one satellite dish antenna.
 - c. Limited to tower consolidations.
5. Except racing of motorized vehicles.
6. Only as a re-use of a public school facility subject to the provisions of Chapter [21A.70 SMC](#).

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7. Only as a re-use of a surplus nonresidential facility subject to the provisions of Chapter [21A.70](#) SMC.
8. Limited to cogeneration facilities for on-site use only.
9. Limited to facilities that comply with the following provisions:
 - a. Any new diversion structure shall not:
 - (1) Exceed a height of eight feet as measured from the stream bed; or
 - (2) Impound more than three surface acres of water at the normal maximum surface level;
 - b. There shall be no active storage;
 - c. The maximum water surface area at any existing dam or diversion shall not be increased;
 - d. An exceedance flow of no greater than 50 percent in mainstream reach shall be maintained;
 - e. Any transmission line shall be limited to a:
 - (1) Right-of-way of five miles or less; and
 - (2) Capacity of 230 KV or less;
 - f. Any new, permanent access road shall be limited to five miles or less; and
 - g. The facility shall only be located above any portion of the stream used by anadromous fish. (Ord. O2003-132 § 11)

**Attachment 5
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**Chapter 21B.20
PERMITTED USES**

Sections:

- [21B.20.010](#) Purpose.
- [21B.20.020](#) Establishment of uses.
- [21B.20.030](#) Interpretation of land use tables.
- [21B.20.040](#) Residential land uses.
- [21B.20.050](#) Recreational/cultural land uses.
- [21B.20.060](#) General services land uses.
- [21B.20.070](#) Government/business services land uses.
- [21B.20.080](#) Retail land uses.
- [21B.20.090](#) Manufacturing land uses.
- [21B.20.100](#) Regional land uses.

Commented [MS1]: Edited to add use 'Cooperative and 'Collective garden'. Added footnote (15) indicating all marijuana related uses are prohibited in the City of Sammamish.

Commented [DP2]: Edited to add use 'Marijuana producer', 'Marijuana processor', 'Marijuana retailer', 'Cooperative', and 'Collective garden'. Added footnote (12) indicating all marijuana related uses are prohibited in the City of Sammamish.

Commented [DP3]: Edited to eliminate uses 'Marijuana producer', 'Marijuana processor', and 'Collective garden'. Added footnote (11) indicating all marijuana related uses are prohibited in the City of Sammamish.

Commented [DP4]: Edited to add uses 'Marijuana producer', 'Marijuana processor', 'Cooperative' and 'Collective garden'. Added footnote (3) indicating all marijuana related uses are prohibited in the City of Sammamish.

21B.20.040 Residential land uses.

(1) Table of Residential Land Uses.

KEY

P – Permitted Use

U – Permitted Use as Part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
	DWELLING UNITS, TYPES:									

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SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
*	Single detached	X	X	X	X	X	P ²	P	X	P
*	Duplex	X	X	X	X	X	P ²	P	X	X
*	Townhouse	U ¹	U ¹	U ¹	U ¹	U ¹	P	P	P	X
*	Apartment	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	P	X
*	Cottage housing	X	X	X	X	X	P ²	P	P	X
*	Mobile home park	X	X	X	X	X	X	X	X	X
	GROUP RESIDENCES:									
*	Community residential facility-I	U ¹	U ¹	U ¹	U ¹	U ¹	P	P	C	P
*	Community residential facility-II	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	C	X
*	Dormitory	X	U ^{1,3}	U ^{1,3}	X	X	P ³	X	C	X
*	Senior citizen assisted housing	U ¹	U ¹	U ¹	U ¹	U ¹	P	X	C	X
	ACCESSORY USES:									
*	Residential accessory uses ⁴	P ¹	P ¹	P ¹	P ¹	P ¹	P	P	X	P
*	Home business Type 1	P	P	P	P	P	P	P	X	P
*	Home business Type 2	C	C	C	C	C	C	C	X	C
*	Electric vehicle charging station ^{8,9,14}	P	P	P	P	P	P ¹⁰	P ¹⁰	P	P ¹⁰
*	Rapid charging station ^{11,14}	P	P	P	P	P	P ¹²	P ¹²	P ¹³	P ¹²
* -	<u>Cooperative (15)</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
* -	<u>Collective garden (15)</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

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SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
	TEMPORARY LODGING:									
7011	Hotel/motel/condotel ^{1,7}	U	U	U	U	U	U ⁵	X	X	X
*	Bed and breakfast guesthouse ⁷	U ⁶	P ⁶	X	X	X				

Development Conditions:

1. Except for lobbies or other similar entrances, the use is prohibited within 30 feet of the sidewalk on the ground floor of designated pedestrian-oriented streets or corridors.
2. Provided, that single detached or cottage dwelling units account for no more than 15 percent of the total dwelling units on the development site.
3. Only as an accessory to a school, college/university, or church.
4. Accessory dwelling units:
 - a. Only one accessory dwelling per primary single detached dwelling unit;
 - b. The primary dwelling unit or the accessory dwelling unit shall be owner occupied;
 - i. One of the dwelling units shall not exceed a floor area of 1,000 square feet except when one of the dwelling units is wholly contained within a basement or attic;
 - ii. When the primary and accessory dwelling units are located in the same building, only one entrance may be located on each street side of the building;
 - iii. The total number of occupants in both the primary residence and the accessory dwelling unit combined may not exceed the maximum number established by the definition of "family" in SMC [21A.15.450](#);
 - iv. Additions to an existing structure or the development of a newly constructed detached ADU shall be designed consistent with the existing facade, roof pitch, siding, and windows of the primary dwelling unit;
 - c. One additional off-street parking space shall be provided;

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- d. The accessory dwelling unit shall be converted to another permitted use or shall be removed if one of the dwelling units ceases to be owner occupied; and
- e. An applicant seeking to build an accessory dwelling unit shall file a notice approved by the department with the records and elections division that identifies the dwelling unit as accessory. The notice shall run with the land. The applicant shall submit proof that the notice was filed before the department shall approve any permit for the construction of the accessory dwelling unit. The required contents and form of the notice shall be set forth in administrative rules.
5. Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved unified zone development plan.
6. Only as an accessory to the permanent residence of the operator, provided:
 - a. Serving meals to paying guests shall be limited to breakfast; and
 - b. The number of persons accommodated per night shall not exceed ten.
7. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall apply to these uses.
8. Level 1 and Level 2 charging only.
9. Level 1 and Level 2 charging are permitted in critical aquifer recharge areas and in other critical areas when serving an existing use.
10. Allowed only as accessory to a primary permitted use or permitted conditional use.
11. The term "rapid" is used interchangeably with "Level 3" and "fast charging."
12. Only as an "electric vehicle charging station – restricted."
13. Only as an "electric vehicle charging station – public."
14. For definitions see Chapter [21A.15](#) SMC, Definitions, and Chapter [21A.40](#) SMC for parking requirements.

(Ord. O2012-327 § 1 (Att. A); Ord. O2011-300 § 1 (Att. A); Ord. O2010-293 § 1 (Att. A))

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15. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.

21B.20.060 General services land uses.

(1) Table of General Services Land Uses.

KEY

P – Permitted Use

U – Permitted Use as Part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
	PERSONAL SERVICES:									
7211	Dry cleaners, photographic studios, beauty salons, barber									
7215	shops, shoe repair shops, shoe shine parlors ¹¹									
7231		U	U	U	U	U	U ¹	X	X	X
7241										
7251										
7215	Coin operated laundries ¹¹	X	X	X	X	X	X	X	X	X
*	Daycare I ¹¹	U	U	U	U	U	P ²	P ²	X	P ²
*	Daycare II ¹¹	U	U	U	U	U	P ²	X	X	X
866	Churches, synagogues, temples, mosques	U	U	U	U	U	C	X	X	P
83	Social services ³	U ⁴	U ^{4,5}	P ⁵ C ⁶	C ⁶	C ⁶				

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SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
*	Theatrical production services ¹¹	U ⁷	X	X	X	X				
*	Artist studios ¹¹	U	U	U	U	U	U ¹	X	X	X
*	Interim recycling facility ¹¹	U ⁸	P ⁹	P ⁹	P ⁹					
	HEALTH SERVICES:									
801 – 804	Office/outpatient clinic ¹¹	X	U	U	U	U	U ¹	X	X	X
805 807 808 809	Nursing and personal care facilities, medical/dental lab, miscellaneous health ¹¹	X	U	U	U	U	U ¹	X	X	X
*	Marijuana producer (12)	X	X	X	X	X	X	X	X	X
*	Marijuana processor (12)	X	X	X	X	X	X	X	X	X
*	Marijuana retailer (12)	X	X	X	X	X	X	X	X	X
*	Cooperative (12)	X	X	X	X	X	X	X	X	X
*	Collective garden (12)	X	X	X	X	X	X	X	X	X
	EDUCATION SERVICES:									
*	Elementary school, middle/junior high school, secondary or high school ¹¹	X	U	X	X	U	U ¹	X	X	X
*	Vocational school, specialized instruction school, school district support facility ¹¹	U	U	U	U	U	U ^{1,10}	X	X	X

Development Conditions:

- Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved unified zone development plan.

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2. Only as an accessory to residential use, provided:
 - a. Outdoor play areas shall be completely enclosed by a solid wall or fence, with no openings except for gates, and have a minimum height of six feet; and
 - b. Outdoor play equipment shall maintain a minimum distance of 20 feet from property lines adjoining residential zones.
3. Except SIC Industry Group Nos.:
 - a. 835 – Daycare services; and
 - b. 836 – Residential care, which is otherwise provided for on the residential permitted land use table.
4. Limited to a maximum of 5,000 gross square feet per establishment, except when within a re-use of a public school facility subject to the provisions of Chapter [21A.70](#) SMC.
5. Only as a re-use of a public school facility subject to the provisions of Chapter [21A.70](#) SMC.
6. Only as a re-use of a surplus nonresidential facility subject to Chapter [21A.70](#) SMC.
7. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, schools, licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.
8. With the exception of drop box facilities for the collection and temporary storage of recyclable materials, all processing and storage of material shall be within enclosed buildings. Yard waste processing is not permitted.
9. Limited to drop box facilities accessory to a public or community use such as a school, fire station or community center.
10. School district support school only allowed when adjacent to an existing or proposed school.
11. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall not apply to these uses if they are publicly owned and operated. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall apply to these uses if they are privately owned and operated except for those portions of the facility dedicated to sports fields, or other improvements that will

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result in a low-intensity use (including, but not limited to, soccer fields, tennis courts, basketball courts, swimming pools, etc.).

(Ord. O2010-293 § 1 (Att. A))

[12. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.](#)

21B.20.080 Retail land uses.

(1) Table of Retail Land Uses.

KEY

P – Permitted Use

U – Permitted Use as Part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1 ⁹	A2 ⁹	A3 ⁹	A4 ⁹	A5 ⁹				
*	Building, hardware and garden materials ¹⁰	U ^{1,5}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{1,3,4,6}	X	X	X
*	Department and variety stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	X	X
54	Food stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Farmers market	P	P	P	P	P	P	X	P	X
56 5941	Apparel and accessory stores, sporting goods and related stores ¹⁰	U ⁵	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	P ⁹	X
*	Furniture and home furnishings stores ¹⁰	U ²	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{2,6}	U ^{3,4,6}	X	X	X
58	Eating and drinking places ¹⁰	U	U	U	U	U	U ^{3,4}	X	P	X

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SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1 ⁸	A2 ⁸	A3 ⁸	A4 ⁸	A5 ⁸				
*	Brewpub ¹⁰	U	U	U	U	U	U ^{3,4}	X	P	X
5912	Drug stores ¹⁰	U ²	U ^{2,6}	U ^{2,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
5921	Liquor stores ¹⁰	U ²	X	X	U ^{2,6}	X	X	X	X	X
5932	Used goods: antiques/secondhand shops ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
594	Book, stationery, video and art supply stores ¹⁰	U ^{2,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{2,6,7}	U ^{3,4,6,7}	X	P ⁷	X
594	Hobby, toy, game shops, photographic and electronic shops, jewelry stores ¹⁰	U ^{3,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,6,7}	U ^{3,4,6,7}	X	X	X
594 5992	Fabric and florist shops ¹⁰	U ²	U ^{3,6}	U ^{3,6}	U ^{2,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Personal medical supply stores ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
*	Pet shops ¹⁰	U ³	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,6}	U ^{3,4,6}	X	X	X
	Marijuana retailer (11)	X	X	X	X	X	X	X	X	X
	Marijuana producer	X	X	X	X	X	X	X	X	X
	Marijuana processor	X	X	X	X	X	X	X	X	X
	Collective garden	X	X	X	X	X	X	X	X	X

Development Conditions:

1. Outdoor storage and/or sales area restrictions:
 - a. Applicable areas are prohibited along the frontage of designated pedestrian-oriented streets, except where the areas are designed as pedestrian-oriented spaces.
 - b. Applicable areas shall be limited in size to areas no more than 20 percent of the enclosed gross floor area of the applicable establishment.
2. Limited to 10,000 square feet gross floor area for each establishment.

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3. Limited to 4,000 square feet gross floor area for each establishment.
4. Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved unified zone development plan.
5. Limited to 40,000 square feet gross floor area for each establishment.
6. Use permitted only when provided within a building featuring a vertical mix of uses where the subject use is the ground floor and office and/or residential uses are provided on the upper floor or floors. The director may allow flexibility to this requirement provided the overall plan meets the goals and policies of the Town Center Plan in terms of mixed-uses and pedestrian-oriented character.
7. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, schools, licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.
8. For all nonresidential uses subject to a size limitation in the TC-A or TC-B zones, the City may allow flexibility to the maximum size of individual businesses provided the director determines that the business is well-integrated with surrounding development and meets the goals and policies of the Town Center Plan. Factors in making this determination include the site design, building design, parking location and design, context, surrounding mix of uses, streetscape design, pedestrian amenities, compatibility with other businesses within the sub-zone and the entire Town Center, traffic impacts, and environmental quality.
9. Use permitted only when accessory to a permitted use. Such use shall be limited to 2,000 square feet gross floor area for each establishment.
10. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall apply to these uses.

(Ord. O2014-376 § 3 (Att. A); Ord. O2010-293 § 1 (Att. A))

[11. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.](#)

21B.20.090 Manufacturing land uses.

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(1) Table of Manufacturing Land Uses.

KEY

P – Permitted Use

U – Permitted Use as Part of Adopted Unified Zone Development Plan

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC#	SPECIFIC LAND USE	TC-A sub-zones					TC-B	TC-C	TC-D	TC-E
		A1	A2	A3	A4	A5				
27	Printing and publishing ^s	U ^{1,4}	U ^{1,2,4}	X	X	X				
357	Computer and office equipment ^s	U ⁴	U ^{2,4}	X	X	X				
38	Measuring and controlling instruments ^s	X	U ^{3,4}	U ^{3,4}	U ^{3,4}	U ^{3,4}	U ^{2,3,4}	X	X	X
* -	Marijuana producer (6)	X	X	X	X	X	X	X	X	X
* -	Marijuana processor (6)	X	X	X	X	X	X	X	X	X
* -	Cooperative (6)	X	X	X	X	X	X	X	X	X
* -	Collective garden (6)	X	X	X	X	X	X	X	X	X

Development Conditions:

1. Limited to photocopying and printing services offered to the general public.
2. Properties in the TC-B zone may include the subject use, as determined by the City, if it is contiguous to a TC-A zoned property and included in an approved unified zone development plan.
3. Only within enclosed buildings, and as an accessory use to retail sales.
4. Facilities with less than 5,000 square feet of building footprint (for subject use only).

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5. The commercial square footage allocation established pursuant to SMC [21B.25.030](#), development condition No. 6 shall apply to these uses.

(Ord. O2010-293 § 1 (Att. A))

[6. All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.](#)

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21A.65.050 Home businesses.

Commented [DP1]: Edited to add 'Cooperatives' as prohibited home businesses.

- (1) Business License. All home businesses shall obtain required business licenses.
- (2) Compatibility Required. All home businesses shall be operated in such a way as to ensure compatibility between the home business and the surrounding neighborhood. In addition to other required standards, home business compatibility shall address the following aspects of the home business:
- (a) Visibility from adjacent properties and the street;
 - (b) Audibility and vibrations from adjacent properties and the street;
 - (c) Residential scale and intensity;
 - (d) Odors;
 - (e) Health and safety (including the use of significant amounts of hazardous materials or the creation of significant amounts of hazardous waste); and
 - (f) Traffic.
- (3) Prohibited. The following home businesses are prohibited:
- (a) Automobile, truck, and heavy equipment repair;
 - (b) Autobody work or painting;
 - (c) Adult use facilities;
 - (d) Veterinary clinic or hospitals;
 - (e) Collective gardens;
 - [\(f\) Cooperatives;](#)
 - [\(g\)](#) Outdoor parking and storage of heavy equipment;

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- (he) Outdoor storage of automobiles, boats, and recreational vehicles;
- (ih) Outdoor storage of building materials for use on other properties; and
- (ii) Other uses determined by the director to be similar in nature to the prohibited uses listed in this subsection.

DRAFT



Meeting Date: March 15, 2016

Date Submitted: March 9, 2016

Originating Department: Community Development

Clearances:

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

Subject: An ordinance amending the SMC related to Dimensional Standards for the R-4 / R-6 zones

Action Required: Complete Planning Commission Handoff
Open Public Hearing and Complete First Ordinance Reading

- Exhibits:**
1. Ordinance with Attachment A
 2. Planning Commission handoff memorandum

Budget: N/A

Summary Statement:

On January 28, 2016, the Planning Commission completed their review of the Dimensional Standards for the R-4 and R-6 zoning designations, and generated a recommended code amendment of the Sammamish Municipal code (SMC) to City Council. The proposed code amendments will replace the current impervious surface limits with new standards related to lot coverage and minimum pervious surface requirements, and amend the City's current standards related to setbacks.

Background:

The Planning Commission was directed by the City Council to evaluate the impervious surface standards of SMC 21A.25 in the R-4 and R-6 zoning designations. Zoning regulations in this chapter typically address aspects related to the physical form (e.g. bulk, massing, and design), privacy, and other factors that affect the compatibility of land uses. During its review, the Planning Commission evaluated several different approaches to the regulation of bulk, massing, and aesthetics, and concluded that an impervious surface limit was the wrong regulatory tool to address this policy goal.

Consequently, the Planning Commission has recommended that the City Council replace the impervious surface limits in the R-4 and R-6 zoning designation with a combination of regulations related to lot coverage and required pervious surface (e.g. yard). The Planning Commission has also recommended that the City Council modify the interior setbacks to require a combination of 5, 7, and 15 foot setbacks.

The Planning Commission again used the attached policy evaluation form to assist in identifying relevant facts, regulations, and expected results of the proposed amendments. The factors considered by the Planning Commission are captured in the evaluation form and are used to inform the deliberation process. The forms are also intended to summarize the Planning Commission's deliberative process, as it evolved through the review of the proposed amendments.

The evaluation forms have been a useful tool to the Planning Commission in preparing their recommendation to the City Council. The evaluation forms are attached to this Agenda Bill to facilitate the City Council's review of the draft code amendment.

The proposed amendments will result in changes to the regulations contained in Chapters 5 and 15 of Title 20, and Chapters 30 and 40 of Title 21A of the SMC.

Financial Impact:

There is no financial impact directly associated with adoption of this ordinance.

Recommended Motion:

Continue the Public Hearing until March 22, 2016.

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CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2016 -

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, ADOPTING PROVISIONS RELATED TO DIMENSIONAL STANDARDS IN THE R-4 AND R-6 RESIDENTIAL ZONING DESIGNATIONS AND RESULTING IN CHANGES TO CHAPTERS 15 AND 25 OF TITLE 21A OF THE SAMMAMISH MUNICIPAL CODE

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, Development, which regulates land use and Title 23, Civil Code Compliance, which regulates procedures and mechanisms for land use related code enforcement matters; and

WHEREAS, the City Council adopted the City of Sammamish Comprehensive Plan which contains goals, objectives and policies regarding land use compatibility and environmental considerations; and

WHEREAS, it is the intent of the City Council to ensure the development of fair and reasonable regulations; and

WHEREAS, the City of Sammamish Planning Commission, pursuant to SMC 2.60.040(2), “shall review and make recommendations to the City Council relating to the City’s land use ordinances and regulations”; and

WHEREAS, the Planning Commission considered proposed amendments to Chapters 15 and 25 of Title 21A, concerning dimensional standards in the R-4 and R-6 zoning designations, during its November 5, 2015, December 3, 2015, January 14, 2016, and January 28, 2016 meetings; and

WHEREAS, the Planning Commission held a public hearing on January 28, 2016 to consider the proposed amendments to the SMC; and

WHEREAS, after providing 30 days public notice, the City Council held a public hearing on March 15, and received public testimony related to the adoption of the ordinance and the proposed amendment; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non Significance for the proposed development regulations was issued on March 1, 2016; and

WHEREAS, in accordance with RCW 36.70A, a request for expedited review was received by the State of Washington Department of Commerce on February 19, 2016 and was granted expedited review on March 2, 2016; and

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

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

Section 1. Adoption of the development regulations. The "Dimensional standards for R-4 and R-6 zoning designations" regulations as set forth in Attachment "A" to this ordinance is hereby adopted.

Section 2. Codification of the development regulations. The City Council authorizes the Community Development Director and City Clerk to codify the regulatory provisions of this ordinance into Titles 21A of the Sammamish Municipal Code for ease of use and reference.

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

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 15TH DAY OF MARCH 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: March 8, 2016

Public Hearing:

First Reading:

Public Hearing:

Second Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

1 **Dimensional Standards in Residential Zones:**

2

3 Sammamish Municipal Code (SMC)

- 4 • 21A.15.727 Definition - Lot Coverage. *(Add definition)*
- 5 • 21A.25.010 Purpose *(Amend purpose to address bulk, aesthetics, dimension)*
- 6 • 21A.25.030 Densities and dimensions – Residential Zones. *(Add lot coverage standard, amend setbacks and pervious requirements for R-4 and R-6)*
- 7
- 8 • 21A.25.070 Calculations – Allowable dwelling units, lots or floor area. *(Add lot coverage calculation)*
- 9

10

11

12

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14 “Normal Text” is existing code language

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

16 “Underline Text” is code language that will be added

17 “...” indicates that there is additional existing code language that has been omitted

18

DRAFT

1 **21.15.727 Lot coverage.**

2 "Lot coverage" is the amount of a lot that a building footprint may cover. Lot coverage is expressed as a
3 percent of the total lot area that a building or buildings may cover; for example a 45% lot coverage
4 standard indicates that 45% of the area of a lot may be covered by a building or combination of
5 buildings.

6 ...

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DRAFT

1 **21A.25.010 Purpose.**

2 The purpose of this chapter is to establish basic dimensional standards for development, generally related to
3 relative to residential density and commercial intensity, setbacks, height, individual building bulk and variation,
4 ~~and~~ as well as specific rules for general application. The standards and rules are established to provide
5 flexibility in project design, and regulate some of the effects of density and intensity of development ~~and~~
6 ~~maintain privacy between adjacent uses.~~

7

DRAFT

Exhibit 1 - A

1 **21A.25.030 Densities and dimensions – Residential zones.**

2 A. Residential Zones.

STANDARDS	RESIDENTIAL					
	URBAN RESIDENTIAL					
	R-1 ⁽¹³⁾	R-4	R-6	R-8	R-12	R-18
Maximum Density DU/Acre (11)	1 du/ac	4 du/ac (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density (2)				85% (14)	80% (14)	75% (14)
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) <u>(16)</u>	10 ft (7) <u>(16)</u>	10 ft (7) (8)	10 ft (7)	10 ft (7)
Minimum Interior Setback (2)(12)	5 ft (7)	5 / 7 / 15 ft (17)	5 / 7 / 15 ft (17)	5 ft	5 ft	5 ft
Base Height (3)(15)	35 ft	35 ft	35 ft 45 ft (10)	35 ft 45 ft (10)	60 ft	60 ft 80 ft (10)
Maximum Impervious Surface: Percentage (4)	30% (9)	<u>55%</u>	<u>70%</u>	75%	85%	85%
<u>Minimum Pervious Surface Percentage (18)</u>		<u>45%</u>	<u>35%</u>			
<u>Lot Coverage</u>		<u>35%</u>	<u>45%</u>			

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16. Thirty percent of the area contained within the street setback shall be landscaped and part of the area used to comply with the minimum pervious surface percentage.

17. Lots with three or more interior lot lines shall provide a combination of 5 foot, 7 foot, and 12 foot interior setbacks. Lots with two interior lot lines shall provide a combination of two interior setback widths. For example, a lot with two interior lot lines could provide a 5 foot and a 7 foot interior setback from interior lot lines.

18. For the purposes of this section, pervious surface is any surface area that is not structured or hardened. Pervious surfaces may be landscaped, but do not include areas covered by pervious concrete or other similar materials.

DRAFT

1 **21A.25.070 Calculations – Allowable dwelling units, lots or floor area, lot coverage.**

2 Permitted number of units, or lots or floor area shall be determined as follows:

3 (1) The allowed number of dwelling units or lots (base density) shall be computed by multiplying the site area
4 specified in SMC [21A.25.080](#) by the applicable residential base density number;

5 (2) The maximum density (unit or lot) limits shall be computed by adding the bonus or transfer units authorized
6 by Chapter [21A.75](#) or [21A.80](#) SMC to the base units computed under subsection (1) of this section;

7 (3) The allowed floor area, which excludes structured or underground parking areas and areas housing
8 mechanical equipment, shall be computed by applying the floor-to-lot area ratio to the project site area
9 specified in SMC [21A.25.080](#); ~~and~~

10 (4) The allowed lot coverage shall be computed by dividing the total building footprint area by the total lot area.
11 The total building footprint area is computed by adding the horizontal land area covered by a building or
12 combination of buildings on the subject lot. The total building footprint does not include building eaves of up to
13 eighteen inches; eaves of more than eighteen inches are included within the building footprint area.

14 ~~(5)~~ When calculations result in a fraction, the fraction shall be rounded to the nearest whole number as
15 follows:

16 (a) Fractions of 0.50 or above shall be rounded up; and

17 (b) Fractions below 0.50 shall be rounded down.

18



Memorandum

Date: March 15, 2016

To: City Council

From: Frank Blau, Planning Commission Chair

Re: Recommendation for Dimensional Standards for the R-4 and R-6 zoning designation

Recommended Amendment to the Development Regulations

On behalf of the Planning Commission, I am pleased to transmit the Commission's recommendations on amendments to the Sammamish Municipal Code (SMC) related to Dimensional Standards for the R-4 and R-6 zoning designations. The recommendation includes proposed changes to our density and dimensional standards, generally contained in Chapter 25 of Title 21A of the SMC.

The Planning Commission believes that SMC 21A.25 is generally intended to regulate aspects related to the physical form of buildings (e.g. bulk, massing, and design), privacy, and other factors that affect the compatibility of land uses. In evaluating the impervious surface limits, the Planning Commission first evaluated whether limitations on impervious surface achieved the desired effect of appropriately controlling bulk, massing, and aesthetics. Ultimately the Planning Commission concluded that a combination of new regulations related to lot coverage and pervious (yard) area, along with a modification to the City's required interior setbacks, would better achieve the policy goals for this chapter.

To aid in evaluating the various identified development regulation "tools" for bulk, massing, and aesthetics, the Planning Commission has used several policy evaluation forms to assist in identifying relevant facts, regulations, and expected results of the proposed amendment(s). The factors considered by the Planning Commission as they relate to each regulatory approach or combination of approaches, is captured in the evaluation form and was used to inform the deliberation process. The forms are also intended to summarize the Planning Commission's deliberative process, as it evolved through the review of the proposed amendments. The Planning Commission weighed the factors noted on each evaluation form while also working within the legal framework set by state and federal regulations pertaining to group homes, religious uses and daycares.

The Planning Commission and staff held public meetings held November 5 and December 3 of 2015 and January 14, 2016, and held a public hearing on January 28, 2016. Deliberations were completed on January 28, 2016. The Planning Commission's recommendations passed unanimously.

Exhibit 2

Accompanying Planning Commission Recommendation

In preparing their recommended code amendment for the City Council, the Planning Commission has concluded that an accompanying recommendation to the City Council is appropriate.

The Planning Commission recommends that the City Council, in addition to adopting the recommended “Dimensional Standards for the R-4 and R-6 zoning designations”, also recommends that the City Council consider the adoption of design standards for new single family homes. The Planning Commission believes that the adoption of design standards for new single family homes should be included in a forthcoming work plan for 2017 or 2018 and should generally address the following aspects of single family design:

- The use of native plants in landscaping;
- Providing for increased setbacks on the second and third stories of single family homes (“stepping back homes from property lines”);
- Requiring a variety of home styles and architectural designs for new single family homes in a subdivision;
- Using a different design for driveway access for similar homes in a subdivision (e.g. right or left angle entry garages, alternating garage loads, etc.); and,
- Using a broad approach to evaluating single family home design.

Thank you for your consideration of our recommendations. If you have any questions, please contact Jeff Thomas at 425.295.0520 or jthomas@sammamish.us.



Meeting Date: March 15, 2016

Date Submitted: February 26, 2016

Originating Department: City Manager

Clearances:

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

Subject: Resolution supporting the Issaquah School District Bond

Action Required: Approve Resolution supporting the Issaquah School District Bond Measure

Exhibits:

- 1) Draft Resolution
- 2) Fact Sheet (Provided by the Issaquah School District)
- 3) Capital Projects List (Provided by the Issaquah School District)

Budget: Not Applicable

Summary Statement: Volunteers for Issaquah Schools (VIS) has requested City support of the Issaquah School District bond measure which will appear on the April 26, 2016 ballot.

Background: The bond will provide for the following:

- **The construction of four new schools:** The District has grown by more than 2,000 students in the past four years and is conservatively projected to add an additional 1,500 to 2,000 students in the next five years. This continued enrollment growth requires the addition of two new elementary schools, a 6th middle school and a 4th comprehensive high school.
- **Property for school sites:** The District must acquire the property needed for the new schools in the 2016 Bond.
- **Rebuild Pine Lake Middle School:** Originally built in 1974, PLMS will be completely reconstructed on site, providing a new learning environment with updated technology and energy efficient operations.
- **Critical Expansion/Modernization of six existing elementary schools:** In order to accommodate growing student populations and provide for State funded Full Day Kindergarten; Discovery, Endeavour, Sunset, Cougar Ridge, Maple Hills and Clark Elementary schools will all be expanded/modernized by four to eight classrooms each.
- A presentation regarding the bond was given to City Council on March 1, 2016 by Ron Thiele, ISD Superintendent and opportunity was given for the public to either speak in support or opposition to the bond.

Financial Impact: There is no direct impact to the City Budget as a result of endorsing the \$553.5 million bond, spread over twenty years.

In relation to current property taxes, residents can expect to see no increase in the tax rate if the bond is approved. The District, to support its goal of predictable taxes, has structured a decrease in its current long term tax rate collections allowing the “new” taxes generated by the 2016 Bond to not increase the tax rate. The tax rate will remain at or below the 2015 tax rate of \$4.14 per \$1,000 of assessed property value.

Recommended Motion: No recommended motion. Council could decide to either pass the resolution or fail the resolution.

**DRAFT
CITY OF SAMMAMISH
WASHINGTON RESOLUTION
NO. R2016- _____**

A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON IN SUPPORT OF THE ISSAQUAH SCHOOL DISTRICT NO. 411, APRIL 2016 BOND - PROPOSITION NO. 1, GENERAL OBLIGATION BONDS - \$533,500,000, AS FOLLOWS:

- **ISSAQUAH SCHOOL DISTRICT GENERAL OBLIGATION BONDS - \$533,500,000**
The Board of Directors approved Resolution No. 1063 concerning this proposition for bonds. This proposition authorizes the District to acquire property; construct a new high school, middle school and two elementary schools; rebuild Pine Lake Middle; expand/modernize Cougar Ridge, Discovery, Endeavor, Maple Hills, and Sunset elementary schools and Beaver Lake Middle; make other capital improvements including technology; issue \$533,500,000 of general obligation bonds maturing within a maximum term of 20 years; and levy excess property taxes annually to repay the bonds, as described in Resolution No. 1063.

WHEREAS, the Issaquah School District will implement full-day Kindergarten, per state mandate, and will need to expand several elementary schools to meet the facility needs of this requirement; and

WHEREAS, the Issaquah School District has grown by over 2,000 students in the last four years and, without the Bond, the Issaquah School District will not have the facilities to accommodate the conservative projected enrollment growth of over 2,000 additional students over the next 5 years;

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

That the Sammamish City Council declares support for the proposed Issaquah School District April 2016 Bond; and, therefore, be it further resolved that;

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF MARCH, 2016.

CITY OF SAMMAMISH, WASHINGTON

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 25, 2016

Passed by the City Council:

Resolution No.: R2016-_____

Building the Future for Students

School Construction and Maintenance Bond

April 26, 2016 Ballot – Quick Facts

What is a school bond?

- **The State of Washington does not fund the regular building or maintenance of public schools. Instead, local voters must approve school bonds for this purpose.** Similar to a mortgage, bonds may be paid for over 20 years, helping to keep annual costs lower for taxpayers. Issaquah School District's current bonds are, on average, paid off in nine years. This shorter duration saves taxpayers' money.
- **State law mandates that bond dollars be used only for building and maintenance, not classroom operations or salaries.** Careful bond planning, however, is one critical way districts preserve classroom funds. For instance, if a roof fails at an elementary school, the cost of replacement can be upwards of \$2 million, equivalent to 23 teaching positions. If no bond funds are available, classroom operations dollars must be used instead.

What is in the 2016 Bond?

- **The construction of four new schools:** The District has grown by more than 2,000 students in the past four years and is conservatively projected to add an additional 1,500 to 2,000 students in the next five years. This continued enrollment growth requires the addition of two new elementary schools, a 6th middle school and a 4th comprehensive high school.
- **Property for school sites:** The District must acquire the property needed for the new schools in the 2016 Bond.
- **Rebuild Pine Lake Middle School:** Originally built in 1974, PLMS will be completely reconstructed on site, providing a new learning environment with updated technology and energy efficient operations.
- **Critical Expansion/Modernization of six existing elementary schools:** In order to accommodate growing student populations and provide for State funded Full Day Kindergarten; Discovery, Endeavour, Sunset, Cougar Ridge, Maple Hills and Clark Elementary schools will all be expanded/modernized by four to eight classrooms each.

How will the 2016 bond impact taxes?

- In relation to current property taxes, **residents can expect to see NO increase in the tax rate if the bond is approved. The tax rate will remain at or below the current \$4.14 per \$1000 of assessed property value.**
- How do we keep your tax rate stable? The District has experienced rapid growth in the total assessed value of property due to continued new construction of housing and commercial properties as well as higher valuations for existing homes. Additionally, in order to support our goal of predictable taxes, the District has structured a decrease in its current long term tax collections allowing for the "new" taxes generated by the 2016 Bond to not increase your tax rate.

Fiscal Responsibility

Moody's rating service has recognized the Issaquah School Districts for strong fiscal management with its highest Aaa rating. Only 0.45% of school districts nationwide share this distinction, which helps keeps tax rates as low as possible for residents.

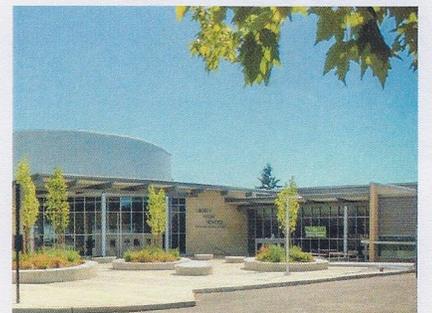


Exhibit 2

Construction in the Issaquah School District (ISD)

Fast facts

- Student population: 19,700 (Oct. 2015)
- Geographic size: 110 square miles (7 jurisdictions)
- Number of schools: 24
- Annual Operating Budget: \$220 million

Growth and building

- 1965: 4,410 students, 6 school buildings
- 1975: 7,431 students, 12 school buildings
- 1985: 6,797 students, 12 school buildings
- 1995: 11,142 students, 17 school buildings
- 2005: 14,860 students, 22 school buildings
- 2015: 19,700 students, 24 school buildings

Past 10 years of construction

- About \$400 million in projects have been completed or are in process.
- New buildings: Creekside Elementary, Grand Ridge Elementary, Pacific Cascade Middle School, Satellite Transportation Center
- Rebuilds: Briarwood and Sunny Hills Elementary schools, Issaquah High, and Issaquah Middle School
- Remodels: Challenger, Issaquah Valley and Apollo Elementary, Liberty High, Maywood Middle, and Skyline High School
- Critical repairs at all school sites

ISD new construction

Comparable:

Price per square foot	Issaquah School District	Average of neighboring districts' projects*
Elementary buildings	\$298	\$320
Middle school buildings	\$316	\$332
High school buildings	\$259	\$307

Historic Costs:

	National Construction Cost Index**	Percent change	
April 2011	143.42		<i>The National Construction Cost Index indicates that inflation remains remarkably tame; however, underlying costs will start to build pressure for price increases in the future.</i>
October 2011	145.29	+1.31%	
October 2012	147.74	+1.69%	<i>Commodity and material prices have stabilized on decreasing global demand. Structural steel and reinforcing bar prices are remaining stable for the near future.**</i>
October 2013	153.09	+3.63%	
October 2014	161.11	+5.24%	
January 2015	162.98	+1.16%	

Energy Efficiency of District Buildings: (Saves operating dollars that can be used in the classroom)

Year	Total building space	Energy consumption	Change
ISD 2001 (baseline)	1,814,354 square feet	132,488 MBTU	Baseline
ISD 2006	2,052,054 square feet (+13.1%)	101,216 MBTU (average 2002-2006)	24% less energy use
ISD 2011	2,369,507 square feet (+30.6%)	127,163 MBTU (average 2007-2011)	4% less energy use
ISD 2015	2,471,519 square feet (+36.2%)	130,231 MBTU (average 2012-15)	2% less energy use

Responsible Financing:

- Cost to borrow at ISD's highest bond rating (Moody's Aaa): The estimated net interest cost for the 2016 voted bond authorization is approximately 5%.
- Cost to borrow at lesser ratings: Depending on authorization structure, lesser rated Washington school bonds may have interest costs .05% to 0.40% higher than ISD's.
- Potential taxpayer savings from the lower borrowing cost: About \$16 million for ISD's current outstanding bond debt.

*Projects chosen for proximity and completion in the same timeframe; based on OSPI records.

**The National Construction Cost Index shows the changing cost of construction between 2011 and 2015, relative to base of 100 at April 2001; based on Rider Levett Bucknall quarterly report.

Exhibit 3

On 10/28/2015, the Issaquah School Board approved the following 2016 School Bond package.

2016 Bond Projects: Superintendent Recommendation		
Description	Amount	Percent of Total
4th Comprehensive High School	\$ 120,000,000	22.5%
Property Acquisition: HS, MS & 2 Elementary	\$ 97,000,000	18.2%
Land for Transportation	\$ 1,000,000	0.2%
Rebuild of Pine Lake Middle School	\$ 71,000,000	13.3%
Middle School 6	\$ 74,000,000	13.9%
Beaver Lake Middle School Upgrade/Update	\$ 8,500,000	1.6%
Elementary 16	\$ 36,500,000	6.8%
Elementary 17	\$ 38,000,000	7.1%
Expansion/Remodel Discovery	\$ 9,000,000	1.7%
Expansion/Remodel Endeavour	\$ 9,000,000	1.7%
Expansion/Remodel Cougar Ridge	\$ 9,000,000	1.7%
Expansion/Remodel Sunset	\$ 7,000,000	1.3%
Expansion/Remodel Maple Hills	\$ 7,000,000	1.3%
Expansion/Remodel Central Administration	\$ 7,500,000	1.4%
Expansion of Clark Elementary to 32 Classrooms	\$ 7,000,000	1.3%
Portable Classrooms	\$ 6,000,000	1.1%
Project Management	\$ 6,000,000	1.1%
Future Projects Reserve/Contingency	\$ 20,000,000	3.7%
Total	\$ 533,500,000	100.0%

The ballot language is as follows:

ISSAQUAH SCHOOL DISTRICT GENERAL OBLIGATION BONDS - \$533,500,000 The Board of Directors approved Resolution No. 1063 concerning this proposition for bonds. This proposition authorizes the District to acquire property; construct a new high school, middle school and two elementary schools; rebuild Pine Lake Middle; expand/modernize Cougar Ridge, Discovery, Endeavor, Maple Hills, and Sunset elementary schools and Beaver Lake Middle; make other capital improvements including technology; issue \$533,500,000 of general obligation bonds maturing within a maximum term of 20 years; and levy excess property taxes annually to repay the bonds, as described in Resolution No. 1063.

Exhibit 3



Volunteers for Issaquah Schools
PO Box 1401
Issaquah, WA 98027

February 19, 2016

We at Volunteers for Issaquah Schools (VIS) are requesting your endorsement of the ISD April 26, 2016 school bond.

Attached is a school district fact sheet (legal-size) from ISD about this school bond, along with some additional information for your review, in hopes of securing your endorsement.

Details of the proposed school bond:

Issaquah School District #411 school bond special election April 26, 2016 proposes a \$533,500,000 school bond. (exact ballot language is attached)

The bulk of this bond will pay for property and new school buildings – 1 HS, 1 MS, & 2 ES. Additionally, the funds will purchase land and construction for transportation; as well as, the expansion/remodel of 7 schools & Admin., a rebuild of 1 MS, some portable classrooms and contingency reserves. (exact bond cost breakdown is attached).

This bond package is in response to the current enrollment growth, the projected enrollment growth due to recent home constructions in Sammamish and Issaquah, and the state mandated implementation of full-day kindergarten.

The entire 2016 bond package was vetted and approved by a 47-member community group over 4 separate meetings requiring a quorum at each meeting.

All of this information can be found on the Issaquah School District website here: <http://www.issaquah.wednet.edu/2016-school-bond-feasibility>

How will this bond affect the mill rate if approved by voters?

The mill rate would remain stable at \$4.14 / \$1,000; The median sold price of a home in King County was 499,950 according to *the Dec. 4, 2015 SKCRealtors report.*

Visible construction projects and geographic spread

ISD covers 110 square miles (Issaquah, Sammamish, Renton, Bellevue, Newcastle), currently with 24 schools and 19,700 students as of Oct. 2015.

Over the past 10 years and currently under construction we've built 3 new schools, rebuilt 4 schools and remodeled 6 schools across the entire district.



Volunteers for Issaquah Schools
PO Box 1401
Issaquah, WA 98027

How does ISD's cost per square foot for new construction compare to neighboring districts?

The costs per square footage of ISD compared with neighboring districts are as follows:

Elementary Schools \$298 ISD vs \$320 other districts

Middle Schools \$316 ISD vs \$322 other districts

High Schools \$259 ISD vs \$307 other districts

The Issaquah School District has received 13 consecutive clean audits from the SAO.

How the ISD credit rating compares to neighboring districts?

The Issaquah School District is recognized with Moody's highest Aaa rating. Only 0.45% of school districts nationwide have earned this distinction.

The estimated net interest cost for this 2016 bond is approximately 5%. This offers a potential \$16M savings to taxpayers.

History of voter turnout for ISD school bonds

For the past 10 years the Issaquah School District had passed every school bond with over the 60% required vote; and the same for school levies, passing each with over the majority vote.

We had a 35% turnout for the 2014 special election school levies; and a 38% voter turnout for the 2012 special election school bond.

Again we are asking for your support and endorsement of this 2016 Issaquah School District bond.

Best,

Alicia Veevaert
Volunteers for Issaquah Schools VP

alicia@visvote.org

<http://www.visvote.org/>

<https://www.facebook.com/Volunteers-for-Issaquah-Schools-249496578453780/>