



City Council, Regular Meeting

AGENDA

6:30 pm – 10:00 pm

October 18, 2016

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

Student Liaison Reports

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 September 30, 2016 for pay date October 5, 2016 in the amount of \$ 348,854.48
- 1. **Approval:** Claims For Period Ending October 18, 2016 In The Amount Of \$2,855,283.46 For Check No. 45580 Through 45694
- 2a. **Ordinance:** Second Reading Granting Puget Sound Energy, Inc., A Franchise To Construct, Extend, Maintain, And Operate Facilities In The Public Rights-Of-Way In The Franchise Area To Transmit, Distribute, And Sell Gas And Energy For Power, Heat And Light, And Any Other Purposes For Which Gas And Energy May Be Used; Providing For Severability; And Establishing An Effective Date
- 2b. **Approval:** Memorandum of Understanding (MOU) with Puget Sound Energy Relating to Facilities Relocation Procedures

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

3. **Resolution:** Granting Final Plat Approval To The Plat Of Penny Lane North
4. **Resolution:** Establishing City Council Direction For Determining Shared Public/Private Property Storm And Surface Water Management Responsibilities
5. **Resolution:** Adopting An Amended Policy For Facility Rentals At The Beaver Lake Lodge And Pavilion, Picnic Shelters And Sammamish City Hall.
6. **Approval:** 2017-2018 Human Service Grants
7. **Contract:** Land Acquisition Strategy & Implementation Policy/Otak
8. **Authorization:** City Survey
9. **Proclamation:** Washington Association for American and Chinese Education (WAACE) Chinese Education Day
10. **Approval:** Minutes from the October 4, 2016 regular meeting

Public Hearings

11. **Ordinance:** First Reading, Amending Title 14, Public Works Standards Adopted Of The Sammamish Municipal Code By Amending Chapter 14.01, Public Works Standards Adopted

Unfinished Business

12. **Discussion:** Storm and Surface Water Comprehensive Plan/Monitoring
13. **Discussion:** Interim Surface Water Management Rate Increase

New Business

14. **Ordinance:** Amending The Surface Water Design Manual And Section 13.20.020 Of The Sammamish Municipal Code Relating To Surface Water Management; Providing For Severability; Declaring An Emergency; And Providing That The Ordinance Take Effect Immediately Upon Passage

Council Reports/ Council Committee Reports

City Manager Report

Executive Session – Property Acquisition pursuant to RCW 42.30.110(1)(b) and Potential Litigation pursuant to RCW 42.30.220(1)(i)

Adjournment

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AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Nov 2016				
Tues 11/1	10/26	6:30 pm	Regular Meeting	<p>Public Hearing/First Reading: Ordinance 2017 Property Tax Levy Public Hearing/First Reading: Ordinance 2017-18 Biennial Budget Public Hearing : Ordinance First Reading Adopting Storm and Surface Water Management Comp Plan Second Reading Adopting Public Works Standards Presentation PC Handoff: Surface Water Design Manual Presentation PC Handoff: Low Impact Design Code Update</p> <p><u>Consent Agenda:</u> Proclamation: Small Business Saturday Resolution: 2017 Salary Schedule Resolution: 2017 Master Fee Schedule Resolution: Employee Medical Contributions Resolution: Accepting the EHS Turf Replacement Project as Complete/Coast to Coast Resolution: Final Acceptance Sammamish Landing/Pelco</p>
Tues 11/8	11/02	5:00 pm	Study Session	<p>PC Handoff Surface Water Design Manual PC Handoff Low Impact Design Code Update</p> <p>Discussion: Comp Plan Amendments – Housing Element Discussion: 2017-18 Comprehensive Plan Amendment Docket</p>
Tues 11/15	11/09	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading Comp Plan Amendments – Housing Elements Public Hearing/Resolution: Comprehensive Plan Amendments – 2017 Docket Public Hearing/Ordinance: First Reading of School Impact Fee Updates Public Hearing: Ordinance First Reading Surface Water Design Manual Public Hearing: Ordinance First Reading Low Impact Design Code Update Second Reading Ordinance 2017 Property Tax Levy Second Reading: Ordinance 2017-18 Biennial Budget Ordinance: Second Reading Adopting Storm and Surface Water Management Comp Plan</p> <p><u>Consent Agenda:</u> Contract: 2017 Water Quality Monitoring Ebright Creek/TBD Contract: Non-Motorized Plan Consultant/TBD</p>

Dec 2016				
Mon 12/5		5:30 - 8:00 pm	Volunteer Recognition Dinner	
Tues 12/6	11/30	6:30 pm	Regular Meeting	Ordinance: Second Reading Comp Plan Amendments – Housing Elements Second Reading Adopting Surface Water Design Manual Second Reading Adopting Low Impact Design Code Update Second Reading: Ordinance 2017-18 Biennial Budget (if needed) <u>Consent Agenda:</u> Resolution: Final Acceptance 2016 Asphalt Overlay Program Resolution: Final Acceptance Intelligent Transportation System Phase 1 Project Ordinance: Second Reading of School Impact Fee Updates
Tues 12/13	12/7	5:00 pm	Joint Meeting/w Planning Commission	Discussion: Urban Forestry Management Plan Scope of Work Discussion: Parks, Recreation and Open Space (PRO) Plan Update Scope of Work Discussion: YMCA Property Parks, Public Works & Facilities Maintenance Contracts Parks & Public Works Engineering Support Services Contracts Appointment/Contract: Hearing Examiner Services Contract: Code and Comp Plan Updates/Code Publishing Consent Agenda: Contract: Custodial Services/TBD Contract: Electrical Maintenance & Repair/Sequoyah Contract: Pressure Washing/Mr. Pressure Wash Contract: Building Commissioning/ECOTONE Contract: HVAC Repair & Maintenance/Pacific Air Controls Contract: Keycard Access Maintenance/Western Hardware Contract: Plumbing Maintenance & Repair/Hermanson Contract: Roof Maintenance & Repair/TBD Contract: Parks Landscaping/Badgley's Contract: Sports Turf Maintenance/Rich Landscaping Inc. Contract: Residential Retention Pond Mowing/TBD Contract: ROW Landscaping/Badgley's Contract: ROW Slope Mowing/Plantscapes Contract: Street And Park Sweeping/Best Parking Contract: Vactor/Everson's Econo Vac Contract: Fence Repair/Industrial Solutions NW Contract: Tree Service/Swift Tree Care Inc. Appointment/Contract: Hearing Examiner/Galt
Tues 12/20	12/14	6:30 pm	Regular Meeting	
Jan 2017				
Tues 1/3	12/28	6:30 pm	Regular Meeting	Flag Ceremony Den 7 Troop 682

	To Be Scheduled	Parked Items	Parked Items
	<ul style="list-style-type: none"> • Economic Development Plan • Traffic Impact Fee Update • Department Reports • Discussion: Concurrency Ordinance • Comprehensive Plan Transportation Element (2017) • Contract: SE 24th St Sidewalk Design/TBD • Lake Sammamish Water Level 	<ul style="list-style-type: none"> • Connectivity Model Process • Bid Award: 212th Way Repair (Snake Hill)/TBD • Contract: 212th Way Repair Construction Support/TBD • Final Acceptance: Inglewood Trunkline Porject • Bid Award: Beaver Lake Drive NTMP Project/TBD • Resolution: Private Property Surface Water Management Policy 	<ul style="list-style-type: none"> • Mountains to Sound Greenway • Sustainability/Climate Change • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Discussion: Inner City Bus Service • Good Samaritan Law

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

September

October 2016

November

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 8:30 a.m. Trail Work at Evans Creek Preserve 10 a.m. Sammamish Walks
2	3 10 a.m. Transportation Committee Special Meeting	4 8:30 a.m. Trail Work at Beaver Lake Preserve 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	5 6:30 p.m. Parks and Recreation Commission Meeting 10:30 p.m. Health/Human Services Committee Meeting	6 9 a.m. Finance Committee Meeting 6:30 p.m. Planning Commission Meeting	7 9:30 a.m. Transportation Committee Meeting	8 10 a.m. Mayor's Month of Concern Food Drive 10 a.m. 10th Annual Sammamish Arts Fair
9 10 a.m. 10th Annual Sammamish Arts Fair	10	11 5:30 p.m. Joint Meeting w/ Sammamish Plateau Water	12	13 10 a.m. Communications Committee Meeting	14 4 p.m. Skyline Homecoming Parade	15 9 a.m. Sammamish Fall Recycling Collection Event 9 a.m. Sammamish Disaster Preparedness Fair
16 8:30 a.m. Trail Work at Beaver Lake Preserve	17	18 6:30 p.m. City Council Meeting	19 9:30 a.m. Transportation Committee Meeting 6 p.m. Public Works Open House	20 1 p.m. Joint Meeting with Central WA University Board 6:30 p.m. Planning Commission Meeting	21	22 1 p.m. Theater of Possibility
23	24 6:30 p.m. Arts Commission Meeting	25	26	27 6:30 p.m. Planning Commission Special Meeting	28	29 9 a.m. Volunteer at Ebright Creek
30 8:30 a.m. Trail Work at Beaver Lake Preserve	31 3 p.m. Halloween Happening					

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

October

November 2016

December

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 12 p.m. Cheryll Leo-Gwin Exhibit 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	2 6:30 p.m. Parks and Recreation Commission Meeting	3 9 a.m. Finance Committee Meeting 6:30 p.m. Planning Commission Meeting	4 9:30 a.m. Transportation Committee Meeting	5
6	7	8 5 p.m. City Council Study Session	9	10 6 p.m. Artist's Opening Reception	11	12
13	14	15 6:30 p.m. City Council Meeting	16 9:30 a.m. Transportation Committee Meeting	17 10 a.m. Blood Drive 6:30 p.m. Planning Commission Meeting	18	19 12 a.m. Gen-Fusion Workshop
20	21	22	23	24	25	26
27	28 6:30 p.m. Arts Commission Meeting	29	30			



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: October 13, 2016, 2016
RE: Claims for October 18, 2016

\$ 500.00
 211,788.42
 675.00
 8,931.63
 21,942.76
 1,741,715.07
 869,730.58

Top 10 Over \$10,000 Payments

Marshbank Construction	\$767,776.81	Inglewood Hill Road Stormwater Project
Eastside Fire & Rescue	\$561,292.92	Fire Services - October 2016
King County Sheriff	\$531,555.52	Police Services - September 2016
King County Finance	\$76,026.75	Traffic Mgmt & 228th ITS
Lochner	\$48,996.49	SE Issaquah Fall City Rd Project
Kenyon Disend	\$47,357.39	Attorney Services - September 2016
SunGard Public Sector	\$46,715.35	Trakit Maintenance & Licenses
Banner Bank	\$38,181.42	Retainage - Marshbank Construction - Inglewood Hill Rd
Perteet	\$33,899.59	Sahalee Way Project - August 2016
HDR Engineering	\$25,152.25	Engineering Support

TOTAL \$ 2,855,283.46

Check #45580- # 45694

500.00 +
 211,788.42 +
 675.00 +
 8,931.63 +
 21,942.76 +
 1,741,715.07 +
 869,730.58 +

007

2,855,283.46G+

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 9/29/2016 - 3:26 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45580	09/29/2016	KINGREAL	King County Real Estate Services	500.00	45,580
				<u>500.00</u>	
Check Total:				<u>500.00</u>	

Accounts Payable

Check Register Totals Only

User: jboss
 Printed: 10/5/2016 - 8:56 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45581	10/05/2016	AWCLIF	Association of Washington Cities	206.80	45,581
45582	10/05/2016	AWCMED	AWC Employee Benefits Trust	149,468.30	45,582
45583	10/05/2016	ICMA401	ICMA 401	45,328.39	45,583
45584	10/05/2016	ICMA457	ICMA457	14,357.17	45,584
45585	10/05/2016	IDHW	Idaho Child Support Receipting	200.00	45,585
45586	10/05/2016	LEGALSHI	Legal Shield	73.75	45,586
45587	10/05/2016	NAVIA	Navia Benefits Solution	1,573.44	45,587
45588	10/05/2016	WASUPPOR	Wa State Support Registry	580.57	45,588
Check Total:				211,788.42	

Accounts Payable
Computer Check Register



User: jboss
 Printed: 10/07/2016 - 3:29PM
 Batch: 00002.10.2016
 Bank Account: APPR

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
45589	McMICHAEL	Leslie McMichael	10/7/2016	ammArtFair2016	275.00
Check 45589 Total:					275.00
45590	UPHOFF	Denine Uphoff	10/7/2016	2016SA01	200.00
Check 45590 Total:					200.00
45591	WALCERZ	Marysia Walcerz	10/7/2016	SAF 2016	200.00
Check 45591 Total:					200.00
Report Total:					675.00

Accounts Payable
Check Register Totals Only

User: mdunham
Printed: 10/11/2016 - 11:00 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45592	10/11/2016	PSE	Puget Sound Energy	8,931.63	45,592
45593	10/11/2016	SAM <i>VOID</i>	Sammamish Plateau Water Sewer	4,663.76	45,593
Check Total:				<u>13,595.39</u>	

Accounts Payable
Check Register Totals Only

User: mdunham
Printed: 10/11/2016 - 11:17 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45594	10/11/2016	SAM	Sammamish Plateau Water Sewer	21,942.76	45,594
				<u>21,942.76</u>	
Check Total:				<u>21,942.76</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 10/12/2016 - 3:17 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45595	10/18/2016	ALLTRAFF	All Traffic Solutions	9,767.40	45,595
45596	10/18/2016	ATOMIC	Atomic Art Services, Inc	150.00	45,596
45597	10/18/2016	BELLCITY	City Of Bellevue	13,471.85	45,597
45598	10/18/2016	BEST	Best Parking Lot Cleaning, Inc	12,913.17	45,598
45599	10/18/2016	BHC	BHC Consultants, LLC	5,265.00	45,599
45600	10/18/2016	BOHANAN	Martin Bohanan	673.86	45,600
45601	10/18/2016	CADMAN	Cadman, Inc.	1,239.75	45,601
45602	10/18/2016	CDW	CDW Govt Inc	1,744.77	45,602
45603	10/18/2016	CENTRALW	Central Welding Supply	1,332.87	45,603
45604	10/18/2016	CENTURY	Century Link	119.51	45,604
45605	10/18/2016	COMCAST2	Comcast	378.35	45,605
45606	10/18/2016	COMCAST3	Comcast	1,279.90	45,606
45607	10/18/2016	CONSOLID	Consolidated Press	3,309.34	45,607
45608	10/18/2016	COSTCO	Costco Wholesale	749.38	45,608
45609	10/18/2016	CUNNINGH	J. A. Cunningham Consulting LLC	892.50	45,609
45610	10/18/2016	DAILY	Daily Journal of Commerce	79.20	45,610
45611	10/18/2016	DAY	Day Wireless Systems	317.55	45,611
45612	10/18/2016	DRSI	DRSI	1,120.10	45,612
45613	10/18/2016	EASTFIRE	Eastside Fire & Rescue	561,292.92	45,613
45614	10/18/2016	ENDELMAN	Kyle Endelman	348.52	45,614
45615	10/18/2016	EVERSONS	Everson's Econo Vac, Inc.	226.00	45,615
45616	10/18/2016	FASTENAL	Fastenal Industrial Supplies	369.81	45,616
45617	10/18/2016	FESER	Angie Feser	112.47	45,617
45618	10/18/2016	FOLSPARK	Friends Of Lk Sammamish State Park	2,000.00	45,618
45619	10/18/2016	FRONTIR2	Frontier	388.30	45,619
45620	10/18/2016	GRAINGER	Grainger	108.99	45,620
45621	10/18/2016	GRANGE	Grange Supply, Inc.	1,152.42	45,621
45622	10/18/2016	GREATAME	Great America Financial Services	130.31	45,622
45623	10/18/2016	HANDLOS	Lynne Handlos	36.94	45,623
45624	10/18/2016	Hansell	Kirk Hansell	80.00	45,624
45625	10/18/2016	HDR	HDR Engineering, Inc	25,152.25	45,625
45626	10/18/2016	HOMEDE	Home Depot	4,806.93	45,626
45627	10/18/2016	HONEY	Honey Bucket	1,681.38	45,627
45628	10/18/2016	HOWARD	Lyman Howard	34.36	45,628
45629	10/18/2016	HUCK	Kathleen Huckabay	111.89	45,629
45630	10/18/2016	ISD	Issaquah School District	148,352.00	45,630
45631	10/18/2016	KCRADIO	King Cty Radio Comm Svcs	972.36	45,631
45632	10/18/2016	KENYON2	Kenyon Disend PLLC	47,357.39	45,632
45633	10/18/2016	KIMSEY	Sarah Hawes Kimsey	2,376.73	45,633
45634	10/18/2016	KINGFI	King County Finance A/R	76,026.75	45,634
45635	10/18/2016	KINGGIS	King County Finance	1,062.00	45,635
45636	10/18/2016	KINGJOEL	Joel King	290.52	45,636
45637	10/18/2016	KINGPET	King County Pet Licenses	120.00	45,637
45638	10/18/2016	KINGSH	King County Sheriff's Office	531,555.52	45,638
45639	10/18/2016	LAKESIDE	Lakeside Industries	1,444.51	45,639
45640	10/18/2016	LESSCHWA	Les Schwab Tire Center	1,484.95	45,640
45641	10/18/2016	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	45,641
45642	10/18/2016	LOCHNER	Lochner, Inc.	48,996.49	45,642
45643	10/18/2016	LWSD	Lake Washington School Dist	29,145.00	45,643
45644	10/18/2016	MALLORY	Mallory Paint Store	128.96	45,644

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 10/13/2016 - 9:49 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45682	10/18/2016	BANNER	Banner Bank	38,181.42	45,682
45683	10/18/2016	GOODSON	David M. Goodson	450.00	45,683
45684	10/18/2016	KINGFI	King County Finance A/R	930.00	45,684
45685	10/18/2016	KINGWAT	King County Finance	10,222.00	45,685
45686	10/18/2016	MAILPO	Mail Post	896.65	45,686
45687	10/18/2016	MARSHBAN	Marshbank Construction	767,776.81	45,687
45688	10/18/2016	MINUTE	Minuteman Press	270.43	45,688
45689	10/18/2016	RICH	Rich Landscapiing, Inc.	5,246.87	45,689
45690	10/18/2016	SAM	Sammamish Plateau Water Sewer	6,547.43	45,690
45691	10/18/2016	TREESOLU	Tree Solutions Inc	1,392.50	45,691
45692	10/18/2016	WALAB	Wa State Dept of Labor & Indus	32,447.47	45,692
45693	10/18/2016	WATRAILS	Wa Trails Assoc	5,200.00	45,693
45694	10/18/2016	WRPA	Wa Recreation & Parks Assoc	169.00	45,694
				869,730.58	
Check Total:					



Meeting Date: October 18, 2016

Date Submitted: 9/23/2016

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" 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:

- Ordinance Second Reading: Approving a gas and energy services non-exclusive franchise agreement between the City of Sammamish and Puget Sound Energy (PSE)
- Memorandum of Understanding (MOU) for franchise relocation procedures between the City of Sammamish and PSE

Action Required:

- Conduct the second reading on an ordinance establishing a non-exclusive franchise agreement for gas and energy services with Puget Sound Energy (PSE) to install, construct, maintain, repair and operate a utility system within the public rights of way of the City of Sammamish.
- Approve the Memorandum of Understanding for “franchise relocation procedures” between the City of Sammamish and PSE for future consideration.

Exhibits:

1. Ordinance granting Puget Sound Energy (PSE) Non-exclusive Franchise agreement with Exhibit A
2. Memorandum of Understanding between PSE and the City of Sammamish for franchise relocation procedures.
3. Schedule 74 – Conversion to underground service (Reference only)

Budget: NA

Summary Statement:

This ordinance establishes a non-exclusive franchise agreement with PSE for gas and energy services. Franchise agreements are powerful tools in managing the occupants within our public right of ways (ROW). These agreements outline the rules, rights and fees associated with using public property for private purpose. By definition, franchise agreements are applicable for those right of way occupants that provide services to the local community. Franchise agreements are important as they clearly define what a franchisee can and cannot do within the City’s ROW.

In addition to the franchise agreement, City staff have also developed a Memorandum of Understanding (“MOU”) with PSE regarding procedures to govern relocation of PSE facilities when necessary. This MOU is intended to provide mutually agreed upon expectations which are more detailed than normally provided for in a franchise agreement. The MOU will help us establish procedures for City projects that will clearly support our needs and provide detailed expectations of PSE and ourselves, creating manageable and successful projects. This MOU is proposed to be completed in concert with the adoption of the ordinance. Staff recommends the Council authorize the City Manager to sign this MOU.

Background

Staff has been working diligently with PSE on a new, non-exclusive franchise agreement for gas and energy services within the city limits of Sammamish. PSE and City of Sammamish staff have met and drafted the agreement, making updates to the outdated version of the franchise agreement. The franchise and MOU have been reviewed and approved by the PSE management team and City of Sammamish legal counsel.

A few items to review relative to franchise agreements:

- A “Franchise Agreement” is adopted via an ordinance and grants a service provider general permission to enter, use, and occupy all or part of the public rights-of-way (streets, alleys, bridges, etc.) of the City for the purpose of constructing, installing, maintaining, and operating its facilities and equipment.
- The franchise agreement that the City of Sammamish had with PSE expired on September 22, 2006.

Financial Impact:

NA

Recommended Motion:

- Motion to adopt the ordinance granting a franchise to Puget Sound Energy.
- Motion to authorize the City Manager to sign the MOU with PSE.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016 - ____

AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A FRANCHISE TO CONSTRUCT, EXTEND, MAINTAIN, AND OPERATE FACILITIES IN THE PUBLIC RIGHTS-OF-WAY IN THE FRANCHISE AREA TO TRANSMIT, DISTRIBUTE, AND SELL GAS AND ENERGY FOR POWER, HEAT AND LIGHT, AND ANY OTHER PURPOSES FOR WHICH GAS AND ENERGY MAY BE USED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Puget Sound Energy, Inc., a Washington corporation (“Franchisee”), has made application to the City to have a franchise agreement to operate a gas and energy system within the public rights-of-way of the City; and

WHEREAS, Franchisee represents that it has the legal, technical and financial qualifications to operate in the rights-of-way of the City as a gas and energy services company within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by Franchisee, and in response to its request for the grant of a franchise, the City Council has determined that the grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, are consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant nonexclusive franchises within the boundaries of the City;

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

Section 1. The gas and energy services franchise agreement between the City of Sammamish and PSE as shown on the attached Exhibit A, is hereby approved.

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

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

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

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R Kenyon, City Attorney

Filed with the City Clerk: September 28, 2016

First Reading: October 4, 2016

Passed by the City Council:

Date of Publication:

Effective Date:

EXHIBIT A

ELECTRIC AND GAS FRANCHISE AGREEMENT

10-04-2016

**City of Sammamish
and
Puget Sound Energy, Inc.**

██████████, 2016 – ██████████, 2041

(See Section 18, 10 years ██████████-██████████-2016 – ██████████-██████████-2026, renew for three additional 5-year terms)

EXHIBIT A

Section 1. Definitions.

1.1 Where used in this Electric and Gas Franchise Agreement (this “Franchise”) the following terms mean:

1.1.1 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.2 “City” means the City of Sammamish, a code city of the State of Washington, and its successors and assigns.

1.1.3 “Franchise Area” means the surface of, and the space above and below, any public road, street, avenue, boulevard, highway, freeway, bridge, path, alley, court, sidewalk, lane, circle, or other public right-of-way under control of the City, as such public rights-of-way are now laid out, platted, dedicated, acquired, or improved and/or as they may hereafter be laid out, platted, dedicated, acquired, or improved in the future, within the corporate, territorial limits of the City as they now exist or as they may later be extended (by annexation or otherwise).

1.1.4 "Facilities" means, collectively, any and all (a) natural gas distribution systems, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures, and communication systems; (b) electric transmission and distribution systems, including but not limited to, poles (with or without crossarms), wires, lines, conduits, cables, braces, guys, anchors and vaults, meter-reading devices, fixtures, and communication systems; and (c) any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 “Ordinance” means the City-adopted Ordinance No. O201- - which sets forth the terms and conditions of this Franchise.

1.1.6 “Public Improvement” means any capital improvement, repair or maintenance project within the Franchise Area that is undertaken by the City (either directly or through its contractors) and is funded by the City (either directly with its own funds or with other funds obtained by the City from any other public or private source). For the avoidance of doubt, the term “Public Improvement” includes any such capital improvement, repair or maintenance project undertaken by or on behalf of the City which requires the relocation of PSE’s Facilities within the Franchise Area, even if the capital improvement, repair or maintenance entails, in part, related work performed for a third party county or municipality under a valid interlocal agreement between the City and such county or municipality (except to

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the extent the relocation of PSE's Facilities is caused by the work done for such third party), but does not include, without limitation, any other improvements or repairs undertaken for the benefit of third party private entities.

1.1.7 "Traffic" means all forms of travel, both motorized and non-motorized, within the Franchise Area (e.g., vehicle, pedestrian, bicycle, equestrian, etc.).

Section 2. Facilities Within Franchise Area.

2.1 The City does hereby grant to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light and such other purposes for which gas and energy may be used.

2.2 This Franchise does not convey any right to PSE to install its Facilities on or to otherwise use City-owned or City-leased properties outside the Franchise Area; but PSE retains the right to maintain, repair and operate Facilities installed pursuant to prior franchise agreements with the City regardless of whether said Facilities are outside the Franchise Area, but such right shall be subject to the provisions of Section 2.3. Further, this Franchise does not govern or apply to Facilities located on PSE owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

2.3 PSE may continue to maintain, repair, and operate existing Facilities previously installed or maintained by PSE on public grounds and places within the City pursuant to prior franchise agreements (in cases where such Facilities are not within the Franchise Area as defined in this Franchise) at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; but no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to applicable ordinances, codes, resolutions, standards and procedures.

2.4 If, at the border of the Franchise Area, PSE's Facilities within the Franchise Area cross over into rights-of-way of an adjacent municipality or other public agency and such Facilities are located on such rights-of-way pursuant to rights derived from a franchise or similar agreement between PSE and the other municipality or other government agency, PSE will be responsible for coordinating

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work it performs on such Facilities with the other municipality or public agency in accordance with such franchise or similar agreement.

Section 3. Noninterference and Maintenance of Facilities.

3.1 PSE's Facilities shall be constructed, installed, maintained and repaired within the Franchise Area so as not to unreasonably interfere with the free passage of Traffic and in accordance with the laws of the State of Washington. PSE shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area; however, in the event the terms of this Franchise conflict or are inconsistent with the codes and ordinances of the City, the terms of this Franchise govern and control. Nothing herein is intended to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes and ordinances.

3.2 Any repair of PSE's Facilities within the Franchise Area shall be made within the time and in a manner which conforms with generally accepted customs, practices and standards in the industry. In the event of any emergency in which PSE's Facilities located in or under the Franchise Area break or are damaged, or if PSE's Facilities within the Franchise Area are otherwise in a condition as to immediately endanger the property, life, health or safety of any individual or entity, PSE shall, upon receipt of notification from the City of the existence of such condition, take all reasonable actions to correct the dangerous condition. If PSE causes a discharge or release of a hazardous substance from or related to PSE's Facilities, equipment, or vehicles within the Franchise Area in violation of applicable law, PSE shall take all remedial steps required by applicable law in response to such release and immediately inform the City.

3.3 Whenever PSE permanently discontinues its use of any above ground or at-grade Facilities within the Franchise Area, such as poles (with or without crossarms), braces, guys, anchors and vaults, due to modifications or upgrades to PSE's Facilities within the Franchise Area, the discontinued Facilities shall be removed promptly (which, subject to Section 22.14 or other unusual circumstances, will not exceed thirty (30) days) after all utility attachments have been disconnected and removed from such Facilities and in a manner consistent with any contractual obligations to third party users of such Facilities.

Section 4. Permits; Restoration.

4.1 Whenever PSE desires to engage in any work within the Franchise Area, PSE shall apply for all permits required under City code to do such work. PSE shall also comply with all requirements and conditions of such permits that are not inconsistent or in conflict with the terms and conditions of this Franchise,

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including but not limited to any such restrictions relating to location, traffic control, and restoration, repair, or other work to restore the surface of the Franchise Area to its condition immediately prior to the work, or as otherwise specified in the permit issued by the City in connection with the work. Such restoration responsibility shall continue for a period of time to correspond to the remaining life of the existing structure, pavement and/or surface in which the work was accomplished, but shall not apply to any subsequent repair or restoration made necessary by the acts or omissions of the City or any third party. It is further provided that in the event that PSE has any work in the Franchise Area completed by any of its authorized agents or subcontractors, PSE shall remain fully responsible for the permit, permitted work and any other permit requirements, notwithstanding any provisions of this Franchise to the contrary.

4.2 In the event of an emergency situation in which PSE's Facilities within the Franchise Area are in such a condition so as to immediately endanger the property, life, health or safety of any individual, PSE may take immediate action to correct the dangerous condition without first obtaining any required permit, in which case PSE shall notify the City telephonically (425-295-0500 during business hours, 425-295-0700 after hours), electronically at <http://www.sammamish.us/services/CitizenRequest.aspx> or in person within twenty-four (24) hours of the event, and shall apply for any permit(s) required by the City for such work as soon as reasonably practicable thereafter. For the purposes hereof, "as soon as reasonably practicable" means that PSE must submit the permit application to the City not later than ten (10) business days after the date of the commencement of the action that requires such permit.

4.3 Nothing in this Franchise is intended, nor shall it be construed, as a hindrance to PSE's ability to take such actions as it deems necessary to discharge its public service obligations in accordance with the laws of the State of Washington.

Section 5. Maps and Drawings.

5.1 PSE shall provide the City, upon the City's reasonable request, copies of available drawings and GIS data in use by PSE showing the location of its Facilities within the Franchise Area, provided the request is limited to Facilities at specific locations in the Franchise Area and is made in connection with the City's planning of capital improvement, maintenance, or repair projects. Further, PSE shall, upon the City's reasonable request, discuss and explore ways in which PSE and the City may cooperate and coordinate activities with respect to the development of drawing file layers compatible with the City's Geographic Information System ("GIS") which show PSE's Facilities at specific locations in the Franchise Area.

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5.2 As to any drawings and GIS data provided under this Section 5, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities is shown, such Facilities are shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of PSE or the City, nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

5.3 Upon the City's reasonable request in connection with the City's design of new streets and intersections, renovations of existing streets and intersections, and any other Public Improvement, PSE shall further provide to the City (a) the location and grade of PSE's underground Facilities at those specific locations within the Franchise Area affected by the project by field markings and by locating the Facilities in the City's design drawings, and (b) other reasonable cooperation and assistance. Nothing in this Section 5.3 or any other provision of this Franchise is intended to (or shall) relieve any person or entity of its obligations under applicable law with respect to determining the location of underground facilities.

Section 6. Right to Complete Work.

In the event that PSE fails to perform any work to restore the surface of the Franchise Area to enable the free passage of Traffic by the traveling public as required by this Franchise or (to the extent not inconsistent with this Franchise) any permit issued by the City relating to such work, and such failure continues for a period of ten (10) days after PSE receives written notice from the City regarding such failure (or, in the event of an emergency situation, such shorter period of time after receipt of notice from the City as is reasonably required in the circumstances), the City may, but in no event is obligated to, perform or contract for such work and, thereafter, PSE shall, upon the City's written request, reimburse the City for the costs incurred by the City in having such work performed to meet the conditions in this Franchise or such permit.

Section 7. Relocation of Facilities.

7.1 Whenever a Public Improvement is undertaken by the City (either directly or through its contractors) within the Franchise Area, and such Public Improvement requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in Section 7.3 below), the City shall provide PSE, within a reasonable time prior to the commencement of such Public Improvement: (a) written notice requesting such relocation and (b) reasonable plans and specifications for such Public Improvement. For the avoidance of doubt, the foregoing may include a temporary relocation of PSE's

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Facilities if and to the extent the City and PSE mutually agree that such action is needed to complete the Public Improvement.

7.2 After receipt of such notice and such plans and specifications under Section 7.1, PSE shall relocate such Facilities within the Franchise Area at no charge to the City. If the City requires the subsequent relocation of any Facilities within five (5) years from the date on which the same Facilities were relocated pursuant to this Section 7.2, the City shall bear the entire cost of the subsequent relocation. This five-year period commences on the date when PSE received notice from the City to proceed with the prior relocation of the Facilities.

7.3 Whenever (a) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (b) the City requires the relocation of PSE's Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities, such as, for example, a condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), PSE may, as a condition of the relocation, require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

7.4 Nothing in this Section 7 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether this Franchise co-exists with such easement or other rights.

Section 8. Undergrounding of Facilities.

PSE acknowledges the City desires to encourage the undergrounding of overhead electrical Facilities within the Franchise Area. The City acknowledges that PSE utilizes such overhead Facilities to provide electrical service on a non-preferential basis subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission. Subject to and in accordance with such tariffs, PSE will cooperate with the City in the formulation of policy and regulations concerning the undergrounding of PSE's overhead electrical Facilities within the Franchise Area. If, during the term of this Franchise, the City directs PSE to underground overhead electrical Facilities within the Franchise Area, such undergrounding shall be arranged and accomplished subject to and in accordance

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with tariffs on file with the Washington Utilities and Transportation Commission, including, but not necessarily limited to, Schedule 73 and Schedule 74 of PSE's Electric Tariff G (as amended or replaced from time to time), and (to the extent not in consistent or in conflict with any such tariff) the terms and conditions of this Franchise.

Section 9. Indemnification.

9.1 PSE shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person arising from injury or death of any person or damage to property to the extent the same is caused by the negligent acts or omissions of PSE, its agents, servants, officers, or employees in performing under this Franchise. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of PSE, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other warnings of any excavation, construction, or work in the Franchise Area or in any other public place in performance of work or services permitted under this Franchise.

9.2 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction is not grounds for avoidance of any covenants of indemnification in this Franchise. PSE's indemnification obligations extend to claims which are not reduced to a suit and any claims which may be compromised by PSE or by the City with the prior approval of PSE prior to the culmination of any litigation or the institution of any litigation.

9.3 In the event any claim or demand for which indemnification is provided under Section 9.1 is presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. In the event that PSE refuses the tender of defense in any suit or any claim for which indemnification is provided under Section 9.1, said tender having been made pursuant to this indemnification clause, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of PSE, then PSE shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

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9.4 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of PSE and the City, its officers, employees and agents, PSE's liability hereunder shall be only to the extent of PSE's negligence. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; however, the foregoing waiver does not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the parties.

9.5 In the event it is determined that RCW 4.24.115 applies to this Franchise, PSE's indemnification obligations under Section 9.1 will apply to the maximum extent permitted thereunder, to the full extent of PSE's negligence. Further, in any such action, the City shall have the right to participate, at its sole cost and expense, through its own attorney in any suit or action which arises pursuant to this Franchise when the City determines that such participation is in the City's best interest.

9.6 The provisions in this Section 9 survive the expiration or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 9.1 and which is based on an act, omission, injury, or damages that occurred during the term of this Franchise.

Section 10. Reservation of Rights.

10.1 In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, reserve and grant an easement to PSE for PSE's existing Facilities unless the City reasonably determines that to do so would be impracticable in light of the nature of the vacation. In cases where the City determines that reserving and granting an easement to PSE is impracticable, the City will notify PSE thirty (30) business days prior to any final vacation action.

10.2 The existence of this Franchise does not preclude the City from acquiring by condemnation, in accordance with applicable law, all or any portions of PSE's Facilities within the Franchise Area.

Section 11. Moving Buildings within the Franchise Area.

If any person or entity obtains permission from the City to use the Franchise Area for the movement or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to arrange with PSE for the temporary adjustment of PSE's overhead wires necessary to accommodate

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the movement or removal of such building or other object, where the movement or removal of such building or other object will pass under PSE's overhead wires or where the movement or removal of such building or other object will otherwise require the temporary adjustment of PSE's overhead wires. The City shall require such person or entity to complete such arrangements, upon terms and conditions acceptable to PSE, not less than thirty (30) calendar days prior to the movement or removal of such building or other object. In such event, PSE shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its overhead wires which may obstruct the movement or removal of such building or object.

Section 12. Use of Facilities by City.

During the term of this Franchise, the City may, subject to PSE's prior written consent, which shall not be unreasonably withheld, install and maintain City-owned overhead wires for traffic signalization and police and fire communications upon PSE's poles which are Facilities located within the Franchise Area. The foregoing rights of the City to install and maintain such wires are further subject to the following:

(a) The City shall perform such installation and maintenance at its sole risk and expense in accordance with all applicable laws and in accordance with such reasonable terms and conditions as PSE may specify from time to time (including, without limitation, requirements accommodating Facilities or the facilities of other parties having the right to use the Facilities); and

(b) PSE shall have no obligation under Section 9 in connection with any City-owned wires installed or maintained on PSE's poles, and any indemnification rights or obligations between the parties will be as set forth in the terms and conditions established under subsection (a), above.

Section 13. Vegetation Management.

PSE may not apply any pesticide or herbicide within the Franchise Area without prior approval of the City, which approval shall not be unreasonably withheld. If PSE first obtains such approval from the City to apply a specific product in accordance with the defined procedure on an ongoing basis throughout the Franchise Area, PSE will not thereafter be required to obtain the City's approval on each occasion such product is so applied unless changes occur in State or federal law or regulation that would require or necessitate subsequent approval. Trees that may interfere with ungrounded supply conductors should be trimmed as a first option or removed only if trimming is not feasible. All such tree trimming and/or

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removal shall comply with all applicable city codes and regulations in affect at that time that are not inconsistent or in conflict with the terms of this Franchise. PSE shall coordinate its routine vegetation management activities with the City and shall trim vegetation in proximity to its Facilities within the Franchise Area in compliance with all City ordinances, regulations, resolutions and rules. PSE shall provide a minimum two (2) week advance notice to the City and to the owners of property adjacent to conductors where major vegetation removal is planned. However, PSE's obligation to coordinate and comply does not limit PSE's right under this Franchise to cut, trim or otherwise remove vegetation at any time within the Franchise Area that, due to proximity to PSE's Facilities, poses an imminent threat to property, public safety or continuity of electrical service.

Section 14. Street Lighting.

PSE shall install, operate and maintain street lighting as requested by the City in accordance with applicable schedules and tariffs on file with the Washington Utilities and Transportation Commission (or other regulatory agency having jurisdiction). Subject to the terms and conditions of the aforementioned schedules or tariffs, PSE shall apply its best efforts to replace individual street lamps (which PSE is otherwise required to replace in accordance with its schedules and tariffs) promptly after receipt of notice from the City.

Section 15. Recovery of Costs; Permit Fees.

15.1 As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE as a result of this Franchise. However, as provided in RCW 35.21.860, the City may recover from PSE the actual administrative expenses incurred by the City that are directly related to: (a) receiving and approving a permit, license or this Franchise, (b) inspecting plans and construction, or (c) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to payment by PSE of such administrative expenses, the City shall submit to PSE statements/billings which specify the amounts due. PSE shall make payment to the City in reimbursement of such expenses within thirty (30) days of the receipt of such statements/billings. Failure by PSE to pay such amount within such thirty (30) day time period constitutes a failure to comply with the Franchise for the purposes of Section 16, Default, hereof. Additionally, the failure by PSE to timely pay said amounts is grounds for the City to preclude the processing of any applications and/or issuing permits until payment has been fully made. Furthermore, any late payment will accrue interest computed at the rate of twelve percent (12%) per annum from the thirtieth day.

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15.2 With respect to the payment of permit fees, PSE shall comply with all applicable payment terms set forth in applicable codes, ordinances or permits of the City, including, without limitation, any such terms relating to the schedule for payment and the City's right to withhold permits or charge interest in connection with any payment default by PSE; provided, however, the City shall accept payment of such permit fees directly from contractors of PSE that perform work in the Franchise Area on behalf of PSE so long as PSE has notified the City in writing that the contractor is authorized to do so on PSE's behalf and PSE remains responsible for compliance with the terms of the permit.

Section 16. Default.

If PSE fails to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within thirty (30) days from the date the order is received by PSE. If PSE is not in compliance with this Franchise after the expiration of said thirty (30) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise. The parties expressly acknowledge and agree, however, that the forgoing rights and obligations of the parties are subject in all respects to excused performance based on a Force Majeure Event (as defined in Section 22.14).

Section 17. Nonexclusive Franchise.

This Franchise does not, and will not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise does not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 18. Franchise Term.

This Franchise is effective as of the Effective Date (as defined below) and will remain in full force and effect through December 31, 2026 (10 years), but only if, within sixty (60) days after the Effective Date, PSE files with the City its written acceptance of the Franchise. This Franchise will automatically renew for three additional five-year terms (resulting in a total term of 25 years) unless either party requests in writing to renegotiate any terms or conditions of this Franchise at least one (1) year prior to the expiration date of the then-current term. In the event such request to renegotiate is made by a party, this Franchise will not automatically renew and the parties agree to negotiate in good faith to revise the relevant terms or conditions within one (1) year of the request, or such other period as the parties may mutually agree. If the parties are unable to reach agreement on the requested

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revisions, then this Franchise will terminate at the end of the then current term unless otherwise agreed to in writing by the parties.

Section 19. Insurance.

19.1 PSE shall maintain the following liability insurance coverages, insuring PSE and including the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds against claims for injuries to persons or damages to property for which PSE is liable as a result of the exercise of the right granted to PSE under this Franchise, and subject to policy terms and conditions:

19.1.1 General liability insurance with limits not less than:

- (a) Five million dollars (\$5,000,000) for bodily injury or death to each person; and
- (b) Five million dollars (\$5,000,000) for property damage resulting from any one occurrence.

Coverage shall not exclude premises-operations, explosion, collapse and underground hazards (XCU) and products-completed operations.

19.1.2 Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000 for each person and \$3,000,000 for each accident.

19.1.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.

19.2 PSE shall maintain the liability insurance described herein throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions is the sole responsibility of PSE. Minimum limits may be achieved through an excess or umbrella policy. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be included as an additional insured under PSE's Commercial General Liability insurance policy. PSE shall be the primary insured as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers will be treated as excess of PSE's insurance and not contribute with it.

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19.3 The liability insurance described herein, and any subsequent replacement policies, shall provide that insurance may not be cancelled or materially changed so as to be out of compliance with these requirements without first providing thirty (30) days written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide a replacement policy. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage is cause for termination of this Franchise.

19.4 In the event this Franchise continues beyond the initial ten (10) year term under Section 18, the parties may, by mutual written agreement, adjust the minimum coverage limits specified in Section 19.1 to reflect changes in potential liability exposure. Such adjustments will be made in accordance with the renegotiation process outlined in Section 18.

19.5 In lieu of the insurance requirements set forth in this Section 19, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE shall provide the City with reasonable written evidence that PSE is maintaining such self-insurance.

Section 20. Memorandum of Understanding.

20.1 The parties agree to use good-faith efforts to develop and maintain in effect for the term of this Franchise a memorandum of understanding addressing more specifically the procedures to be followed in planning and completing work needed to relocate PSE's Facilities within the Franchise Area to accommodate Public Improvements pursuant to Section 7.2 of this Franchise.

20.2 In the event either party fails to perform or meet its obligations under the memorandum of understanding, if any, contemplated by this Section 20, such failure will not constitute a failure to perform any material obligation under this Franchise for the purposes of Section 23 of this Franchise.

Section 21. Assignment.

PSE may not assign or transfer its rights, benefits or privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any assignment, the intended assignee shall, within thirty (30) days of the proposed date of any assignment, file written notice of the intended assignment with the City together with its written

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acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, PSE may, without such notice or such written consent, mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 22. Miscellaneous.

22.1 If any term, provision, condition or portion of this Franchise is held to be invalid, or is held to be inapplicable to any person or circumstance, the remaining portions of this Franchise shall continue in full force and effect, and its application to other persons and circumstances shall not be affected. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22.2 This Franchise may be amended only by written instrument that is signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 9 above) governs and supersedes and may not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

- (a) references this Franchise; and
- (b) states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise control.

22.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff control.

22.4 In connection with its performance of work under this Franchise, PSE shall, during the term of this Franchise, fully comply with all applicable equal

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employment or non-discrimination provisions and requirements of federal, state and local laws.

22.5 During the term of this Franchise, each party shall notify and keep the other party apprised of its local address for the service of notices by mail. All notices and other communications given or required to be given under this Franchise shall be sent postage prepaid to such respective address and such notices shall be effective upon receipt. The City and PSE may change their respective addresses by written notice to the other party at any time.

22.6 During the term of this Franchise, PSE shall also provide the City (and maintain current) a written list showing the names and telephone numbers of the specific departments and (if applicable) individuals within PSE that may be contacted by the City to identify and address problems and issues that arise under this Franchise. PSE shall ensure that the list includes contact information for addressing emergency support and technical support issues (with emergency support being available 24 hours per day), and shall ensure that the names and telephone numbers appearing on the list in those areas have the expertise and authority (or access to the same) needed to address the problem or issue promptly and effectively. PSE shall use all reasonable efforts to respond to requests from the City promptly, to work diligently with the City in resolving any problems or issues identified by the City, and to actively communicate with the City regarding each problem or issue from the time it is first identified by the City until the time it is resolved. PSE shall update the list to ensure that it remains current and shall give written notice of the change to the City.

22.7 PSE and the City shall, as reasonably requested by the other party from time to time, discuss and coordinate their activities with respect to construction which may affect the public ways in any manner in an effort to minimize public inconvenience, disruption or damages.

22.8 This Franchise binds the parties hereto and their permitted successors and assigns.

22.9 Nothing herein creates a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor may either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

22.10 The failure of either party at any time to require performance by the other party of any provision hereof in no way affects the right of such party thereafter to enforce the same. Nor shall the waiver by a party of any breach of any

EXHIBIT A

provision hereof by the other party be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

22.11 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction over any dispute related to this Franchise lies exclusively with the King County Superior Court.

22.12 If either party shall be required to bring any action to enforce any provision of this Franchise, or shall be required to defend any action brought by the other party with respect to this Franchise, and in the further event that one party shall prevail in such action, the other party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

22.13 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

22.14 In the event that either party is prevented or delayed in the performance of any of its obligations under this Franchise by any event or circumstance beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with this Franchise. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

Section 23. Dispute Resolution.

23.1 The parties recognize that cooperation and communication are essential to resolving issues quickly and efficiently. If any dispute arises in regard to the terms or conditions of this Franchise, then the parties shall meet and engage in good faith discussions with the objective of settling the dispute within ten (10)

EXHIBIT A

days after either party requests such a meeting. If the parties do not resolve the dispute within such ten (10) day period, the parties will, upon the written request of either party, seek to resolve the dispute in accordance with the following dispute resolution process:

Level One – A representative from PSE and a representative of the City, as appointed by the City Manager, shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives do not resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level One, either party may by written notice to the other party refer the dispute to Level Two.

Level Two – In the event either party properly refers the dispute to Level Two, a new PSE representative and the City Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If these representatives do not resolve the dispute within fourteen (14) calendar days after referral of the dispute to Level Two, either party may by written notice to the other party refer the dispute to Level Three.

Level Three – In the event either party properly refers the dispute to Level Three, the parties shall mediate the dispute using a mediator mutually agreeable to the parties. If these representatives do not resolve the dispute at mediation within ninety (90) days of the referral to Level Three (or such additional time as may be required to schedule the mediation with the agreed-upon mediator), either party may by written notice to the other party refer the dispute to Level Four.

Level Four – In the event either party properly refers the dispute to Level Four, either party may seek resolution of the dispute through litigation or other judicial proceedings in the court specified in Section 22.11 (or, if both parties agree, the parties may submit the dispute to binding arbitration before a single arbitrator using the Commercial Arbitration Rules of the American Arbitration Association, in lieu of judicial proceedings).

23.2 Notwithstanding Section 22.1 or any other provision of this Franchise to the contrary, with respect to any dispute arising under this Franchise, either party may commence litigation or other judicial proceedings within thirty (30) days prior to the date after which the commencement of litigation could be barred by any applicable statute of limitations or other law, rule, regulation, or order of similar import, or in order to request preliminary injunctive or other equitable relief necessary to prevent irreparable harm. In such event, the parties will (except as may be prohibited by judicial order) nevertheless continue to follow the procedures set forth in this Section 23.

EXHIBIT A

Section 24. Severability.

If any section, sentence, clause or phrase of this Franchise is ever held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 25. Ratification.

Any act of the City consistent with the authority granted by the City prior to the effective date of this Franchise is hereby ratified and affirmed by the City.

Section 26. Effective Date.

This Franchise takes effect five days after the City Council adopts an ordinance approving this Franchise (“Effective Date”).

AGREED TO AND ACCEPTED BY:

FRANCHISEE: PUGET SOUND ENERGY, INC.

By: _____

Its: _____

Date: _____

CITY OF SAMMAMISH: By: _____

Its: City Manager

Date: _____

Approved as to form by:

City Attorney

Exhibit 1

10-2016

Memorandum of Understanding Facilities Relocation Procedure

This Memorandum of Understanding (“**MOU**”) is entered into between the City of Sammamish (the “**City**”) and Puget Sound Energy, Inc. (“**PSE**”), also referred to herein individually as a “**Party**” and together as the “**Parties**”.

WHEREAS the City and PSE have entered into a Franchise Agreement, Ordinance No. O201- () (the “**Franchise**”), and

WHEREAS the City and PSE recognize the value of defining and developing their working relationship through cooperation, planning, communication and coordination, and

WHEREAS the City and PSE desire to establish more specific and mutually agreed procedures for relocation of PSE’s Facilities that are subject to the Franchise,

NOW, THEREFORE, it is hereby understood and agreed between the Parties as follows:

This MOU is intended by the Parties to be supplemental to the Franchise to the extent it contains procedures for the relocation of PSE’s Facilities which are subject to the Franchise. The procedures provided herein (the “**Facilities Relocation Procedures**”) have been agreed to by the Parties for the purpose of implementing the respective obligations of the Parties contained in Section 7 of the Franchise with respect to Public Improvements.

Unless specifically defined otherwise in this MOU, all defined terms herein will have the same meaning as when used in the Franchise.

This MOU may be amended by mutual agreement of the Parties. Any amendment must be set forth in writing, signed by the Parties, and specifically state that it is an amendment to this MOU.

Except when circumstances beyond their control preclude it, the Parties agree to perform required relocations of PSE's Facilities in accordance with these Facilities Relocation Procedures provided in this MOU. The Parties acknowledge that these Facilities Relocation Procedures, including specifically the time requirements thereof, may, from time to time, require amendment, or as mutually agreed by the Parties, deviation therefrom, to reasonably accommodate circumstances beyond the control of either Party.

This MOU, as from time to time amended, will remain in full force and effect for the term of the Franchise, unless sooner terminated by mutual agreement of the Parties.

Facilities Relocation Procedure

1. Reasonably well in advance of, but in no case less than 180 calendar days before (unless otherwise mutually agreed by the Parties or otherwise necessitated by circumstances beyond the control of the Parties) the City desires PSE to commence construction of a required relocation of PSE's Facilities which are subject to the Franchise, the City will provide PSE and all other utilities collocated on/with PSE's Facilities (hereafter "**Other Utilities**") with a written scope of work for the related Public Improvement which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Public Improvement, (b) a list of the key milestone dates for the Public Improvement including the projected dates by which construction of the required relocation should be commenced and completed by PSE and Other Utilities, and (c) two (2) copies of reasonably detailed drawings showing the planned improvements for the Public Improvement (collectively the "**Scope of Work**"). The City will also provide PSE and Other Utilities with a copy of the relevant electronic file(s) for the Scope of Work in a mutually agreed electronic format.

2. After receipt by PSE of the Scope of Work, in the event PSE believes it will be unable to comply with the time frames provided for in these Facilities Relocation Procedures, PSE will, within fifteen (15) calendar days, so notify the City. In such event and as soon thereafter as practicable, the Parties shall meet to discuss the circumstances precluding performance consistent with these Facilities Relocation Procedures and to mutually agree to alternative time frames for performance that address both PSE's stated concerns and the City's desired project timeline and are otherwise consistent with these Facilities Relocation Procedures. The Parties anticipate and

Exhibit 2

intend that relocation of certain PSE Facilities, including but not limited to, high pressure gas mains (operating above sixty (60) psi) and associated equipment, district regulating stations, gas mains attached to bridges, overpasses or crossing under water features and some electric transmission lines and support structures, will require alternative (longer) time frames to produce and agree to the Relocation Plan (as defined in Section 4, below) and/or to acquire materials and/or permits necessary to construct the required relocation.

3. Within a reasonable time, but in no case later than one hundred and twenty (120) calendar days (unless otherwise mutually agreed by the Parties) after receipt by PSE of the City's Scope of Work, PSE will prepare and provide to the City: (a) a proposed design for the relocation of PSE's Facilities that accommodates the planned improvements for the Public Improvement, and (b) a proposed schedule for completion of the relocation which, to the extent reasonably practicable, reflects the applicable key milestone dates specified in the Scope of Work and provides for completion of the required relocation by PSE and Other Utilities by the projected relocation completion date provided by the City in the Scope of Work. The proposed relocation design and proposed relocation schedule will be based upon the then current Scope of Work provided to PSE and Other Utilities by the City.

4. Within fifteen (15) calendar days after the City's receipt of the proposed relocation design and the proposed relocation schedule from PSE and Other Utilities, the City, PSE and Other Utilities will begin meeting, as necessary, in order to (a) review the Scope of Work, (b) review the proposed relocation design, (c) review the proposed relocation schedule, and (d) make any changes thereto necessary to create a final Scope of Work, final relocation design, and final relocation schedule (collectively the "**Relocation Plan**") reasonably acceptable to the City, PSE and Other Utilities.

5. The Relocation Plan will be accepted in writing by authorized representatives of both Parties not less than (30) calendar days prior to the date PSE is to commence relocation construction contained therein. Once accepted by the Parties, the Relocation Plan may thereafter be changed or amended only in accordance with the change procedures set forth below.

Exhibit 2

6. The City will promptly notify PSE and Other Utilities of any revision(s) and/or addition(s) to the planned improvements for the Public Improvement which may impact the design of or location for PSE's Facilities contained in the Relocation Plan.

7. The City will, not less than fifteen (15) days prior to the date specified in the Relocation Plan for PSE to commence relocation construction under the Relocation Plan, provide a written notice to PSE and Other Utilities to proceed with construction of the required relocation as provided in the Relocation Plan.

8. After receipt of the City's notice to proceed, PSE will relocate such Facilities within the Franchise Area at no cost to the City as provided in the Relocation Plan.

9. The City will be responsible for coordinating the PSE relocation work with all other work to be performed in connection with the Public Improvement. It is recognized that PSE's relocation work may have an impact to other utilities' facilities located within the area of the Public Improvement and therefore PSE will be an active participant in the coordination of its work with the work of all other participants in the Public Improvements; provided that the foregoing will not alter or amend PSE's rights or obligations under the applicable Relocation Plan and, notwithstanding any provision of these Facilities Relocation Procedures or the Franchise to the contrary, PSE will not be responsible or liable for any delay in its performance that is caused by the City or any such other participant. The Parties will work together in an effort to mitigate the costs of the relocation, including, without limitation, identifying ways to accommodate PSE's Facilities within the Franchise Area.

10. Upon request of the City, and in any event as specified in the Relocation Plan, PSE will provide periodic progress reports to the City.

11. Any actual reasonable costs incurred by the City or by any contractor working for the City, caused by delays reasonably attributable to a failure by PSE to adhere to the Relocation Plan, including the date contained therein by which PSE is to complete the required relocation, will be the sole responsibility of PSE unless such failure is excused as provided for in Section 22.14, Force Majeure, of the Franchise.

12. Unless mutually agreed by the Parties, in the event the City terminates or abandons the Public Improvement, such that relocation of PSE Facilities will not be or would not have been necessary, the City will pay PSE for all actual reasonable costs incurred by PSE in performance of the relocation including any necessary design and/or construction work, plus any costs incurred by PSE for materials and other items ordered or procured by PSE (with the prior authorization of the City) in order to meet the final relocation schedule in the Relocation Plan.

13. Either Party may, at any time, by written request to the other Party, request changes to the Relocation Plan (a “**Request for Change**”). No Request for Change will be unreasonably denied by either Party. A Request for Change will be effective and binding upon the Parties only when signed by an authorized representative of each Party. The Parties will meet and work in good faith with the objective of reaching written agreement on mutually acceptable adjustments to the Relocation Plan. Notwithstanding resolution of any dispute and/or mutual agreement concerning requested changes to the Relocation Plan, each Party will, if requested by the other Party and to the extent reasonably practicable, proceed with their respective work in accordance with the Relocation Plan, subject to any mutually agreed change(s), to complete the Public Improvement and avoid delays related thereto. In the event the Parties so proceed, the Parties will thereafter make their respective best efforts to resolve any dispute and/or to reach mutual agreement on any requested change(s) and/or the results of such proceeding notwithstanding such prior agreement.

14. Any dispute, disagreement or claim arising out a required relocation of PSE's Facilities must first be presented to and considered by the Parties. A Party who wishes to present such dispute, disagreement or claim will notify the other Party and pursue resolution of the dispute, disagreement or claim consistent with Section 23 of the Franchise. All negotiations pursuant to these procedures for the resolution of disputes will be confidential and will be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

Agreed and Accepted this _____ day of _____, 2016

PUGET SOUND ENERGY, INC.

CITY OF SAMMAMISH

(Title)

City Manager

Approved as to form:

_____ **City Attorney**

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES

(N)

1. AVAILABILITY

The Company shall install an Underground Distribution System and shall remove the existing overhead electric distribution system of 15,000 volts or less together with Company-owned poles following removal of all utility wires therefrom under this Schedule when all of the following conditions are met:

- a. The Government Entity has determined that installation of an Underground Distribution System is or will be required and has notified the Company in writing of such determination, and the Company and such Government Entity have agreed upon the provisions of the Design Agreement and the Construction Agreement pursuant to which the Company shall design and install an Underground Distribution System and provide service under this Schedule.
- b. The Company has the right to install, construct, operate, repair and maintain an electrical distribution system (including an Underground Distribution System) within the Public Thoroughfare in the Conversion Area pursuant to a franchise previously granted by the Government Entity requesting such installation and executed by the Company, or, if there is no such franchise, or if such franchise does not provide such right, pursuant to some other grant of rights mutually agreed upon by the Company and the Government Entity.
- c. All customers served by the Company within the Conversion Area will receive electric service through Underground Service Lines from the Underground Distribution System, unless the Company explicitly agrees to other electric service arrangements.

Government Entities that are eligible to receive service under this Schedule are not eligible for service under Schedule 73 of the Company's Electric Tariff G.

2. AGREEMENT PROVISIONS

The Company shall provide and install an Underground Distribution System within the Conversion Area subject to the terms and conditions of a Schedule 74 Design Agreement (the "Design Agreement") and a Schedule 74 Construction Agreement (the "Construction Agreement"), and the following shall apply:

(N)

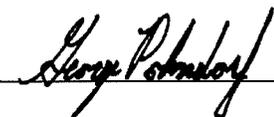
Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571

Issued By Puget Sound Energy

By: 

George Pohndorf

Title: Director, Rates & Regulation

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

- a. The Design Agreement and the Construction Agreement shall (i) be consistent with this Schedule, and (ii) be substantially in the forms of Attachment A and Attachment B hereto, which attachments are by this reference incorporated in this Schedule as if fully set forth herein. Without limiting the possibility that the Company and the Government Entity may (consistent with this Schedule) mutually agree upon terms that are in addition to those contained in the forms set forth in Attachments A and B hereto, neither the Government Entity nor the Company shall be required to agree to additional terms as a condition of service under this Schedule.
- b. The Design Agreement and the Construction Agreement shall:
- (1) except as otherwise provided in Section 2.b(2), obligate the Government Entity to pay the Company 40% of the total Cost of Conversion and the Company to pay 60% of the total Cost of Conversion;
 - (2) obligate the Government Entity to pay (i) 100% of the total Cost of Conversion for conversion of that portion, if any, of the existing overhead distribution system located, as of the date on which the Government Entity provides the notice referred to in Section 4.a or the date on which the Government Entity commences acquisition or condemnation of real property to facilitate construction of any public improvements related to the conversion project, whichever occurs first, (A) outside of the Public Thoroughfare or (B) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion;
 - (3) obligate the Government Entity to pay the Company 100% of the costs of (i) cancellation as provided herein; (ii) any facilities installed at the time of the conversion to provide Temporary Service, as provided for herein; and (iii) removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment);
 - (4) obligate the Company to pay 100% of the cost of obtaining the rights referred to in Section 3.b; and
 - (5) obligate the Government Entity to (i) perform or to cause to be performed (A) all Trenching and Restoration and job coordination required for the installation of the Underground Distribution System and (B) all surveying for alignment and grades of vaults and ducts and (ii) to pay 100% of the cost of performance under clause (i) of this Section 2.b(5).

(N)

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Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

- c. The Government Entity may, at its option, install ducts and vaults, provided that (i) pursuant to the Design Agreement and the Construction Agreement the Government Entity and the Company have mutually agreed upon (A) the cost of such installation to be included in the Cost of Conversion and (B) the specifications and standards applicable to such installation, and (ii) such installation is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company for such installation pursuant to the Design Agreement. To the extent the Government Entity installs any of the Facilities pursuant to the Construction Agreement, the Company shall not be required to do so under this Schedule.
- d. A Government Entity that is a municipality shall notify all persons and entities within the Conversion Area that electric service to such persons and entities must be converted from overhead to underground (as provided for in the Company's Electric Tariff G) within the applicable statutory period following written notice from the Government Entity that service from underground facilities is available in accordance with RCW 35.96.050. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to persons and entities failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.
3. INSTALLATION AND OPERATING RIGHTS:
- a. The Company may install all of the Facilities within a Public Thoroughfare in the locations provided for in a franchise previously granted by the Government Entity or otherwise provided for in the grant of rights referred to in Section 1.b. The Government Entity shall act in good faith and shall use its best efforts to provide space sufficient for the safe and efficient installation, operation, repair and maintenance of all of the Facilities ("Sufficient Space") within the Public Thoroughfare in the Conversion Area, and the Company shall act in good faith and shall use its best efforts to install Facilities in such space within the Public Thoroughfare. If the Company and the Government Entity agree that there is not or will not be Sufficient Space within the Public Thoroughfare in the Conversion Area, then the Government Entity shall provide Sufficient Space by obtaining additional Public Thoroughfare or other equivalent rights mutually agreeable to the Government Entity and the Company, title to which shall be in the Government Entity's name.

(N)

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PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

- b. If, notwithstanding the use of best efforts by each of the Government Entity and the Company as provided in Section 3.a, the Government Entity and the Company do not agree whether there is or will be Sufficient Space within the Public Thoroughfare in the Conversion Area, the Company shall install those Facilities, for which there is not Sufficient Space within the Public Thoroughfare, on property outside the Public Thoroughfare, the rights for which shall be obtained by the Company at its sole expense. Subject to the other provisions of this Schedule, nothing in this section shall excuse the Company from complying with any work schedule agreed to by the Government Entity and the Company pursuant to the Design Agreement and the Construction Agreement.
- c. If the Government Entity requires the relocation of any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall reimburse the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.
- d. If the Government Entity requires (or takes any action that has the effect of requiring) a third party not acting as an agent or a contractor of Government Entity to relocate any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall require the third party, as a condition to the Company's performance of any relocation, to pay the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.

4. GENERAL

- a. Timing: The Company shall commence performance (as contemplated in the forms of Design Agreement and Construction Agreement attached hereto as Attachments A and B) within ten (10) business days of written notice from a Government Entity of its determination that it requires installation of an Underground Distribution System under this Schedule.
- b. Ownership of Facilities: Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate, and maintain the Underground Distribution System installed or provided pursuant to this Schedule.
- c. Prior Contracts: Nothing herein contained shall affect the rights or obligations of the Company under any previous agreements pertaining to existing or future facilities of greater than 15,000 Volts within any Conversion Area.

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)**

(N)

- d. Temporary Service: Temporary Service shall not exceed a term of 18 months from the date on which service from the Underground Distribution System is available, unless the Company acting reasonably agrees to extend such term. Should a Temporary Service not be removed within such 18-month period or such other period of time that has been approved by the Company acting reasonably, a Government Entity that is a municipality shall exercise its authority under RCW 35.96.050 to order such Temporary Service disconnected and removed within the applicable statutory period following the date of mailing of the Government Entity's notice under RCW 35.96.050. Otherwise, if a Temporary Service is not disconnected or removed within such time approved by the Company acting reasonably, the Government Entity shall pay either (i) 100% of the Cost of Conversion for the entire Underground Distribution System or (ii) 100% of the costs of converting only the Temporary Service to underground, whichever the Government Entity may elect.

5. USE BY OTHER UTILITIES OF TRENCHES PROVIDED BY GOVERNMENT ENTITY

Other utilities may be permitted by the Government Entity to use trenches provided by the Government Entity pursuant to this Schedule for the installation of such other utilities' facilities, so long as such facilities, or the installation thereof, do not interfere (as determined pursuant to the Company's electrical standards) with the installation, operation or maintenance of the Company's Facilities located within such trenches.

6. CANCELLATION

If by written notice or other official action a Government Entity cancels or suspends indefinitely or takes similar official action regarding a conversion project undertaken under this Schedule prior to completion of the conversion to an Underground Distribution System, the Government Entity shall pay the Company all of the costs incurred by the Company to the date of such cancellation consistent with the termination provisions of the Design Agreement and Construction Agreement.

7. STREET LIGHTING

Removal and replacement of existing street lighting or installation of new street lighting within the Conversion Area suitable for service from the Underground Distribution System installed pursuant to this Schedule shall be arranged separately as provided in the Company's Electric Tariff G.

(N)

Issued: June 26, 2002

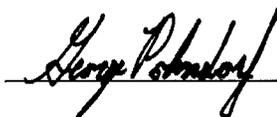
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PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

8. UNDERGROUND SERVICE LINES

Underground Service Lines shall be installed, owned, and maintained as provided in the Company's Electric Tariff G.

9. GENERAL RULES AND PROVISIONS

Service under this Schedule is subject to the General Rules and Provisions contained in Schedule 80 of the Company's Electric Tariff G.

10. DEFINITIONS

The following terms when used in this Schedule, the Design Agreement or the Construction Agreement shall, solely for purposes of this Schedule and such agreements, have the meanings given below:

- a. Conversion Area: The geographical area in which the Company replaces its overhead electric distribution system with an Underground Distribution System.
- b. Cost of Conversion: The cost of converting an existing overhead distribution system to an Underground Distribution System shall be the sum of:
 - (i) the actual, reasonable costs to the Company for labor, materials and overheads and all other reasonable costs, not including mark-up or profit of the Company, for design of the Underground Distribution System, such costs to be determined in accordance with the Design Agreement; plus
 - (ii) the actual costs to the Company for labor, materials and overheads and all other costs, not including mark-up or profit of the Company, to construct and install the Underground Distribution System, up to a maximum amount determined in accordance with the Construction Agreement; plus
 - (iii) the actual reasonable design costs to the Company (including costs for labor, materials and overheads and all other reasonable costs), and the actual construction and installation costs to the Company (including costs for labor, materials and overheads and all other costs), less the salvage value to the Company of the facilities removed, up to a maximum amount determined in accordance with the Construction Agreement, in each case not including mark-up or profit of the Company, for removal of the existing electrical facilities; plus

(N)

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SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

- (iv) the actual costs to the Government Entity (if any) of installation of ducts and vaults or other Facilities that the Government Entity has agreed to install for the Underground Distribution System pursuant to the Construction Agreement, up to a maximum amount determined in accordance with the Construction Agreement; plus
- (v) the actual, reasonable costs to the Government Entity (if any) of obtaining Public Thoroughfare or other equivalent rights for the Facilities pursuant to Section 3.a.

The Cost of Conversion shall not include any costs of Trenching and Restoration, or of the Company's obtaining rights pursuant to Section 3.b of this Schedule. Company upgrades and expansions, Government Entity requested changes and requested upgrades, the cost of delays and overtime labor costs shall be as provided for in the Design Agreement and the Construction Agreement.

- c. Facilities: All components of the Underground Distribution System, including but not limited to, primary voltage cables, secondary voltage cables, connections, terminations, pad-mounted transformers, pad-mounted switches, ducts, vaults and other associated components.
- d. Government Entity: The municipality, county or other government entity having authority over the Public Thoroughfare in the Conversion Area.
- e. Public Thoroughfare: Any municipal, county, state, federal or other public road, highway or throughway, or other public right-of-way or other public real property rights allowing for electric utility use.
- f. Temporary Service: Temporary Service shall have the meaning set forth in the General Rules and Provisions of the Company's Electric Tariff G and, in addition, shall mean (i) limited overhead facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to leave in place within the Conversion Area after installation of the Underground Distribution System and/or (ii) limited overhead or underground facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to install concurrently with the installation of the Underground Distribution System, and that, in each case, shall be used to provide overhead distribution service within the Conversion Area for such period as may be approved by the Company acting reasonably under the circumstances, (e.g., to accommodate other demolition or construction projects within the Conversion Area).

(N)

Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued)

(N)

- g. Trenching and Restoration: Includes, but is not limited to, any or all of the following, whether in Public Thoroughfares or on other property: breakup of sidewalks, driveways, street surfaces and pavements; disturbance or removal of landscaping; excavating for vaults; trenching for ducts or cable; shoring, flagging, barricading and backfilling; installation of select backfill or concrete around ducts (if required); compaction; and restoration of Public Thoroughfares and other property; all in accordance with the specifications applicable thereto set forth in the Design Agreement and the Construction Agreement.
- h. Underground Distribution System: An underground electric distribution system, excluding "Underground Service Lines" as such term is defined herein, that is comparable to the overhead distribution system being replaced. The Underground Distribution System includes the Facilities as defined herein. For purposes of this Schedule, a "comparable" system shall include, unless the Government Entity and the Company otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the Design Agreement and Construction Agreement necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.
- i. Underground Service Lines: The underground electric cables and associated components extending from the service connections at the outside of the customers' structures to the designated primary voltage or secondary voltage service connection points of an Underground Distribution System.

(N)

Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation



Meeting Date: October 18, 2016

Date Submitted: October 12, 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 checked="" type="checkbox"/> Finance & IT	<input checked="" type="checkbox"/> Public Works

Subject: A Resolution approving the Final Plat for the Penny Lane North subdivision PSUB2014-00225

Action Required: Approve Resolution

Exhibits: 1. Resolution
 2. Revised Hearing Examiner Decision
 3. Compliance Matrix
 4. Map of Final Plat
 5. Vicinity Map

Budget: N/A

Summary Statement:

The developer of the Penny Lane North subdivision is seeking to record for Final Plat, which will create 11 single-family residential lots from 2 tax parcels totaling approximately 4.75 acres zoned residential, 4 units per acre (R-4).

Background:

The Penny Lane North subdivision application was reviewed and granted preliminary approval by the Hearing Examiner on September 18, 2015. This decision was revised under reconsideration and reissued on November 9, 2015 – attached as Exhibit 2.

The property is located on the north side of SE 24th Street at the nearest intersection of 244th Avenue SE and is described as King County Assessor's parcel numbers: 0324069067 and 0324069060.

This subdivision application vested to the City of Sammamish Municipal Code in effect on October 3, 2014. The City has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under site development permit SDP2015-01657. The improvements have been substantially completed and inspected or bonded for as detailed below.

Tree Retention: The Penny Lane North Subdivision is vested to Ordinance No. O2005-175, which required the applicant to retain 25% of the significant trees outside of critical areas and/or buffers. A total 56 significant trees were located outside the critical area and/or buffer areas, thereby requiring a total of 14 significant trees (25%) to be retained. Up to 7 significant trees (50%) could be counted from inside the critical area and/or buffer areas per the applicable tree retention regulations. A total of 13 significant trees were retained from outside of the critical area and/or buffer areas and 1 significant tree was counted from inside such.

Performance Bond: The applicant posted a bond for the installation of the remaining right-of-way improvements on September 9, 2016, including final lift of asphalt, curb and sidewalks in the amount of \$217,066.00.

Landscaping Bond: The applicant posted a maintenance and defect bond on September 1, 2016 for the landscaping and recreational improvements in the amount of \$19,425.00.

Critical Areas Bond: The applicant posted a maintenance and defect bond for critical areas mitigation planting associated with buffer averaging on September 1, 2016 in the amount of \$16,681.26.

Street Mitigation Fees: The applicant has paid 30% of the street mitigation impact fee in the amount of \$42,612.81 through June 27, 2016. The balance of the street mitigation impact fee will be paid at the time of building permit issuance on a per lot basis for 8 of the 11 new lots with credit given for 1 existing lot and 2 other lots already being paid in full.

School Mitigation Fees: The applicant paid 50% of the Issaquah School District impact fee in the amount of \$23,180.00 on September 9, 2016, in addition to the current administration fee. The balance of the school mitigation impact fee will be paid at the time of building permit issuance on a per lot basis for 10 of the 11 new lots with credit given for 1 existing lot.

Park Impact Fees: Park Impact fees, in addition to the current administration fee, will be paid at the time of building permit issuance on a per lot basis for 8 of the 11 new lots with credit given for 1 existing lot and 2 other lots already being paid in full.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded for and will be met in a timely manner.

Financial Impact: N/A

Recommended Motion:

Approve the resolution for the 11-lot Penny Lane North subdivision authorizing the Mayor to sign for final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2016-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE
PLAT OF PENNY LANE NORTH**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Penny Lane North subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 11-lot plat of Penny Lane North;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of September 18, 2015 and revised November 9, 2015 for the preliminary plat of Penny Lane North PSUB2014-00215

Section 2. Grant of Approval. The City Council hereby grants final approval to the Penny Lane North (11-lot) plat.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE 18TH DAY OF OCTOBER 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: October 12, 2016

Passed by the City Council:

Resolution No.: R2016-_____

**BEFORE the HEARING EXAMINER for the
CITY of SAMMAMISH**

DECISION – REVISED AFTER RECONSIDERATION ¹

FILE NUMBER: PSUB2014-00225

APPLICANT: PNW Holdings, LLC
9675 SE 36th Street, Suite 105
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Penny Lane*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF REVISED DECISION: November 9, 2015

INTRODUCTION ²

PNW Holdings, LLC (PNW) seeks preliminary approval of *Penny Lane*, an 11 lot single-family residential subdivision of a 4.76 acre site which is zoned R-4, owned by Penny Lane Company, LLC.

PNW filed a Base Land Use Application on October 3, 2014. (Exhibit 1 ³) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Exhibit 7c)

The subject property is located at 24252 SE 24th Street.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on September 11, 2015.

The Examiner held an open record hearing on September 11, 2015. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 7a)

¹ Text revisions to the Decision resulting from the reconsideration process are identified by footnotes.

² Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

³ Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

The Department's exhibit numbers include the prefix "S-" (*e.g.*: S-1, S-2, etc.) Since there is no need to distinguish the source of exhibits in this case, the Examiner is omitting the "S-" prefix on exhibit citations in this Decision.

Exhibit 2

HEARING EXAMINER REVISED DECISION

RE: PSUB2014-00225 (*Penny Lane*)

November 9, 2015

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Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivisions be issued within 120 net review days after the application is found to be complete. The Department was not able to complete its review of the application within 120 net review days. (Exhibit 17, p. 4, Finding 23) The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or written notice from the Department explaining why the deadline was not met [SMC 20.05.100(3)].

The following exhibits were entered into the hearing record during the hearing:

- Exhibits 1 – 16: As enumerated in Exhibit 17, Departmental Staff Report
- Exhibit 17: Departmental Staff Report
- Exhibit 18: King County iMap of the area
- Exhibit 19: Photograph along the north property line submitted by Garrison
- Exhibit 20: Plat design as originally submitted
- Exhibit 21: E-mail string, Garrison – Brauns, September 30, 2014-October 1, 2014-March 25, 2015

On September 18, 2015, the Examiner approved the preliminary subdivision subject to conditions. On September 25, 2015, the City filed a timely Request for Reconsideration (the Request). The Request asked the Examiner to reconsider: Finding of Fact 11, Paragraph 3; Conclusion of Law 4, Paragraphs 1, 2, 3, and 5; Conclusion of Law 7.B, Paragraph 2; and Condition A.1. All of the requests relate to 244th Avenue SE. On September 28, 2015, the Examiner issued an Order to reconvene the open record hearing on November 2, 2015. The hearing was reconvened, additional evidence was entered into the record, and sworn testimony was taken. This Revised Decision concludes the Reconsideration process.⁴

The following exhibits were entered into the hearing record during the reconvened hearing:⁵

- Exhibit S-22: Hearing Examiner Decision, September 18, 2015
- Exhibit S-23: Request for Reconsideration, filed September 25, 2015
- Exhibit S-24: Order Accepting a Request for Reconsideration and Setting the Matter for Further Hearing, issued September 28, 2015
- Exhibit S-25: “Analysis and Recommendation of Site Access Street Alignment,” TraffEx report, July 15, 2014 (Cited on page 1 of Exhibit 6d, but not previously entered into the hearing record.)
- Exhibit S-26: Horizontal Control Plan, dated July 23, 2015

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner’s knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

⁴ Paragraph added after Reconsideration.

⁵ Paragraph and following list of five exhibits added after Reconsideration.

Exhibit 2

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FINDINGS OF FACT

1. Three primary issues of concern are present in the record: Whether the proposed interior street should extend to the north property line or end in a cul-de-sac south of the north property line; the effect of the proposal on trees on the adjoining parcel to the north (Chiaoliu parcel); and asserted incompatibility between the size of lots within the proposed subdivision and those in the surrounding area. This Decision will focus on those issues while providing only cursory discussion of compliance with subdivision approval criteria that have not been challenged in any way.
2. The subject property is a rectangle whose long axis runs north to south. The south boundary of the property borders the north side of SE 24th Street for 330.49 feet. ⁶ The property extends to the north for about 627 feet. The east property line aligns with the right-of-way centerline (if extended to the north) of 244th Avenue SE south of SE 24th Street. The property consists of two tax parcels containing a combined 4.756 acres. (Exhibits 2, Sheet C1; 15)
3. ⁷ The subject property is bordered on the west by open space/critical areas tracts within *The Laurels* subdivision. *The Laurels* is a large subdivision of approximately 107 small lots and one large lot. (Exhibits 2, Sheet C1; 15; 18)

The site is bordered on the north by an approximate one-acre lot (the Chiaoliu parcel, 2127 on Exhibit 18). ⁸ The Chiaoliu parcel is accessed via SE 20th Place and 244th Avenue SE, both of which are private roads existing within one or more easements. The developed portion of 244th Avenue SE within that easement does not extend south to the common boundary with the subject property. (Whether the easement itself extends to the common property line is not apparent from the record.) SE 20th Street and 244th Avenue SE collectively serve approximately six acreage parcels including Chiaoliu, Wilcock (2101 on Exhibit 18), and Garrison (24409 on Exhibit 18). (Exhibits 15 and 18; and testimony)

⁶ The scale of every drawing in Exhibit 2 is incorrect. The graphic scale bars on Sheets C1 – C6 and L-1 state that the scale is 1 inch equals 40 feet. However, the segment on the graphic scale which represents 40 feet is only 0.89 inches long. The graphic scale bar on Sheet L-2 states that the scale is 1 inch equals 20 feet. However, the segment on the graphic scale bar which represents 20 feet is only 0.89 inches long. Dimensions called out on the plans as a certain distance do not scale to that distance. It would appear that Exhibit 2 is a slightly reduced copy (89%) of an original drawing. Thus, the reader is cautioned that a standard engineering scale cannot be used to accurately determine the dimension of any item on Sheets C1 – C6, L-1, and L-2. Dimensions provided in this Decision are based solely upon textual notations on those sheets and not on scaling of objects.

⁷ Paragraph 3 revised after Reconsideration. Although not expressly challenged in the Request, Paragraph 3 in the original Decision inaccurately describes the location of the gas pipeline easement. The paragraph states, based upon the Examiner's understanding of testimony offered during the original hearing, that the easement encumbers the west 75 feet of the *Ponderosa Trails No. 2* lots. Exhibit 26 definitively shows that the easement is actually 30 feet east of the west boundary of those lots. That factual error affects the issue of concern in the Request and must be corrected.

⁸ Lot area approximations in this Finding calculated from Exhibit 18.

Exhibit 2

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The subject property is bordered on the east by five lots in *Ponderosa Trails No. 2*. Those lots are each about 0.8 to one acre in area. They access 245th Avenue SE, a public street, on their east side. A 75 foot wide high pressure gas transmission pipeline easement (the Williams easement) encumbers those lots, lying 30 feet east of their west property lines. The Williams easement continues to the north and south. The easement reportedly contains one pipeline, although plans are in the works to add a second pipeline within the easement. (Exhibits 2, Sheet C1; 15; 18; 26; and testimony)

Across SE 24th Street to the south are two acreage lots whose access is apparently via SE 25th Street off the public street portion of 244th Avenue SE south of SE 24th Street. Beaver Lake Park, a large public park, lies southeast of the subject property, bordered on the north by SE 24th Street and on the west by 244th Avenue SE. (Exhibits 2, Sheet C1; 15; 18)

4. The area from the west side of *The Laurels* to east of 245th Avenue SE, including the subject property and all the residential lots mentioned above, is both designated on the City's adopted Comprehensive Plan as R-4 and zoned R-4, residential development at a maximum density of four dwelling units per acre. Further to the west is a large area designated and zoned R-1 (one dwelling unit per acre) and further to the east is a large area designated and zoned R-6 (six dwelling units per acre). (Exhibit 16; official notice)
5. SE 24th Street is a designated Collector Arterial. 244th Avenue SE is a designated Minor Arterial. (Exhibit 6d, p. 4)

According to the currently adopted Comprehensive Plan, 244th Avenue SE is a designated Minor Arterial "between SE 32nd Street and SE 24th Street" and again "between NE 8th Street and the north city limits". [Comprehensive Plan, Transportation Element, p. V-8] The segment "between SE 24th Street and NE 8th Street ... will be a Minor Arterial only if the connection through this corridor is constructed in the future, but it does not currently exist as a continuous roadway". [*Ibid.*]

6. The south half (more or less) of the subject property is essentially flat. The northwest and northeast portions of the site exhibit upward slopes which extend off-site to the north and east. The steepest areas of slope are in the two northern corners. (Exhibit 2, Sheet C2)

Predominant vegetation on the site is pasture. The northwest and northeast corners are densely wooded; mature trees are located along the south and eastern edges of the site. A row of mature trees is also located just east of the subject property on the abutting *Ponderosa Trails No. 2* lots. (Exhibits 2, Sheet C6; 5; 15)

Laughing Jacobs Creek flows through the southern portion of *The Laurels*. It does not pass through the subject property but, at its closest point, is within about 50 feet of the southwest corner of the subject property. A small Type Ns stream enters the subject property from the north and flows southwesterly across the northwest corner of the site. (Exhibits 2, 3, and 18)

Exhibit 2

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- 7.⁹ PNW proposes to subdivide the subject property into 11 lots for single-family residential development. The existing residence and associated structures will be removed. Nearly half of the site will be devoted to tree retention (Tract D in the northwest corner of the site), protection of the Type Ns stream (Tract C across the northwest corner of the site), and storm drainage/protection of Laughing Jacobs Creek (Tract A along the west side of the site). A 5,253 square foot (SF) recreation tract (Tract B) is proposed in the north-center of the site. (Exhibit 2)

The 11 lots will be accessed via a new public street, labelled as 244th Avenue SE, to be constructed along the eastern edge of the subject property. The proposal envisions a 28-foot paved street section (with curb and gutter on both sides and with a planter strip and sidewalk only on the west side) running northerly in a right-of-way, which varies in width from about 45 to 50 feet, to a cul-de-sac in the vicinity of Proposed Lots 8 and 9. The proposal then extends the street within a 45-foot wide right-of-way to the north property line; the street section itself would stop a few feet short of the north property line at a cut-bank retaining wall. (Exhibits 2, Sheet C4; and 26)

All proposed lots comply with SMC requirements. (Exhibit 17)

8. PNW held an SMC-required neighborhood meeting in September, 2014. Neighbors in attendance were apparently generally opposed to any connection between 244th Avenue SE in *Penny Lane* and the private portion of 244th Avenue SE to the north. As a result, PNW's initial plat submittal to the City terminated 244th Avenue SE at the cul-de-sac and rotated Proposed Lots 10 and 11 so that they backed up to the north property line. (That proposal included a 25-foot wide sanitary sewer tract (Tract E) from the end of the cul-de-sac to the north property line. (Exhibit 20, Sheets C1 and C5))
9. In late September, 2014, Jane Garrison (Garrison) met with the former City Engineer, Jeff Brauns (Brauns), to discuss the internal street design in *Penny Lane*. On September 30, 2014, Garrison sent an E-mail to Brauns summarizing her understanding of their discussion and asking Brauns to "correct me if I misrepresent any of our conversation." (Exhibit 21, September 30, 2014, E-mail, ¶ 1)

Garrison's summary of their meeting stated that Brauns said the City would use 248th Avenue SE as a north-south arterial route north of SE 24th Street rather than trying to extend 244th Avenue SE to the north. She stated that Brauns said "a connection up the [Williams] pipeline seems unlikely." (Exhibit 21, September 30, 2014, E-mail, ¶ 3) She said that Brauns also indicated "that the Penny Lane drive needs to line up with 244th as best as possible". (*Ibid.*)

Brauns replied by E-mail the next day. He made no corrections to Garrison's summary of their conversation. (Exhibit 21, October 1, 2014, E-mail)

⁹ Paragraph 2 revised after Reconsideration. Although not expressly challenged in the Request, Paragraph 2 in the original Decision inaccurately describes the width of the proposed right-of-way. Exhibit 26 is a to-scale plan (unlike Exhibit 2 which, as noted in Footnote 6, above, is a slightly reduced copy); measurements may be made directly from Exhibit 26. Right-of-way width is relevant to the issue of concern in the Request and needs to be corrected.

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Public Works subsequently told PNW that 244th Avenue SE had to extend through to the north property line. (Testimony) PNW then revised the plat to the current configuration. (Exhibit 2)

Mona Davis (Davis), the Department's Senior Planner handling the *Penny Lane* application, has spoken with the current City Engineer about 244th Avenue SE. The current City Engineer told her that Public Works has no current desire to extend 244th Avenue SE beyond *Penny Lane*. However, if the acreage parcels to the north ever seek to subdivide to the extent allowed by current zoning, the City Engineer told Davis that Public Works would want a second access point into those lots. Thus, Public Works would like to preserve the ability to extend 244th Avenue SE to the north. (Testimony)

10. ¹⁰ Public Works considers the section of 244th Avenue SE to be built within *Penny Lane* to be a “half-street” improvement. ¹¹ As noted above, the eastern edge of the subject property, and thus the eastern edge of the proposed public right-of-way, aligns with the centerline of the 244th Avenue SE right-of-way south of SE 24th Street. Therefore, the 244th Avenue SE travel lanes north and south of SE 24th Street will not align. The segment within *Penny Lane* will be a full lane offset to the west: The northbound lane within *Penny Lane* will align with the southbound lane south of SE 24th Street. (Exhibit 2, Sheet C4)

The eastern “half” of 244th Avenue SE north of SE 24th Street could theoretically be built because the Williams pipeline easement is 30 feet east of the property line, thus allowing additional right-of-way to be dedicated. PNW elected to build more than a traditional “half-street” to adequately serve the *Penny Lane* lots: Had it proposed a traditional “half-street” section, it would have had no on-street parking available. (Testimony during reconvened hearing)

11. ¹² Off-set intersections can create turning movement conflicts, especially for left-turning vehicles. The east- and westbound left turning movements will not conflict: The point where each turn occurs is reached before reaching the opposing turning traffic. Queues associated with those turns will also not conflict with one another. (Exhibits 2, Sheet C4; 25, Figure 3; and testimony)

The “Analysis and Recommendation of Site Access Street Alignment” study demonstrates that north- and southbound left turns also will not conflict. (Exhibit 25, Figure 4)

12. The Chiaoliu parcel is fairly densely wooded, including along the common line with the subject property. (Exhibits 2, Sheet C6; 15; 19) The current plat design will necessitate a cut bank with a

¹⁰ Paragraph 2 revised after Reconsideration. Although not expressly challenged in the Request, Paragraph 3 in the original Decision, like original Finding of Fact 3, above, inaccurately describes the location of the gas pipeline easement. That factual error affects the issue of concern in the Request and must be corrected.

¹¹ The currently adopted Interim Public Works Standards (PWS) call for a 60-foot wide right-of-way with 36 feet of pavement for a local access street. [PWS.15.040, Table 1, and Fig.01-05 as amended by Ordinance No. O2005-191] Proposals to construct a street having lesser dimensions typically require an application for a “Variation” under PWS.10.170] But a Variation is not required where a half-street section is being constructed.

¹² Additional citation provided for Paragraph 1 after Reconsideration; Paragraph 2 revised after Reconsideration; Paragraph 3 deleted after Reconsideration.

Exhibit 2

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retaining wall of up to six feet in height along the eastern portion of the north property line. (Exhibit 2, Sheet C4) The original no-through-street proposal contemplated some cut-slope grading in that area, but no retaining walls. (Exhibit 20, Sheet C4)

- 13.¹³ PNW is willing to construct *Penny Lane* either with or without a through street. During the reconvened hearing the Examiner asked the participants to comment upon an alternative which would have the dedicated right-of-way end at the cul-de-sac, a 30 foot wide ingress, egress, and utilities easement would extend to the north property line, a joint use driveway would be constructed within that easement to serve Proposed Lots 10 and 11, and the easement would be encumbered with a “dedicate upon demand” condition. Both PNW and Public Works said they could support that proposal. (Testimony)
14. The City has adopted tree retention requirements. [SMC 21A.35.210 - .240] New subdivisions must retain at least 25% of all “significant” trees¹⁴ located outside of protected sensitive areas [SMC 21A.35.210(2)(a)] and essentially all significant trees located within protected environmentally sensitive areas [SMC 21A.35.210(2)(b)]. There is a proviso associated with the retention requirement: “trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (2)(a) of this section.” [SMC 21A.35.210(2)(b)] Further, up to 50% of the trees to be retained may be replaced by new trees upon approval by the Department; replacement ratios range from 4:1 to 8:1 depending upon the size of the tree to be replaced. [SMC 21A.35.210(6) and .240(1)(c)]

The regulations include criteria for selecting which trees to retain on a development site:

- (a) Trees located within healthy, vegetated groups and stands rather than as isolated trees scattered throughout the site;
- (b) Trees that have a reasonable chance of survival once the site is developed;
- (c) Trees that will not pose a threat to persons or property;
- (d) Trees that can be incorporated into required landscaping or can be used to screen the site from adjacent properties;
- (e) Trees adjacent to open space, sensitive area buffers or sensitive area tracts;
- (f) Trees having a significant land stability function; or
- (g) Trees that meet the definition of heritage tree.

[SMC 21A.35.210(5)]¹⁵

¹³ Paragraph totally revised after Reconsideration.

¹⁴ The SMC defines a “significant tree” as either a coniferous tree with a diameter at breast height (DBH) of 8” or more or a deciduous tree with a DBH of 12” or more. [SMC 21A.15.1333]

¹⁵ The City’s tree retention regulations have been the subject of a series of changing “Interim Development Regulations.” The Examiner believes the above to be a correct statement of the tree retention regulations to which the *Penny Lane* application is vested. Compliance with tree retention regulations, *per se*, was not an issue in dispute.

Exhibit 2

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RE: PSUB2014-00225 (*Penny Lane*)

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15. The subject property contains 93 significant trees, 37 of which are in critical area tracts. (Exhibits 2, Sheet C6; 5) Pursuant to SMC 21A.35.210(2)(a), 14 (25% of 56) significant trees outside of sensitive areas and the 37 significant trees within sensitive areas tracts must be retained. Pursuant to the proviso in SMC 21A.35.210(2)(b), the trees within the sensitive areas may count for up to 50% of the 14 tree total.

PNW proposes to retain 13 significant trees outside environmentally sensitive areas plus the trees within the critical areas, for a total of well more than 14 significant trees retained. The retained trees are primarily located in the dense grove in the northwest corner of the site and in the critical areas tracts. (Exhibit 2, Sheet C6) In addition to tree retention, PNW will be required to plant street trees along *Penny Lane's* frontage on SE 24th Street and the west side of 244th Avenue SE within the subdivision.

The 244th Avenue SE street section has been shifted as far west as possible within the proposed 50 foot wide right-of-way to facilitate retention of the off-site trees on the *Ponderosa Trails No. 2* lots to the east. (Exhibit 2, Sheet L-1)

Some of the trees to be removed are in the northeast corner, including some which are very close to the property line of and trees on the Chiaoliu parcel to the north. (Exhibit 2, Sheet C6) A professional arborist reviewed the trees in that area and concluded that only a currently leaning Red alder would likely be adversely affected by the proposed clearing: It will fall down. (Exhibit 5a)

16. The Department's Staff Report (Exhibit 17) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. PNW concurred in full in the Findings, Conclusions, and Recommended Conditions set forth in that report. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following exceptions/additions:
- A. Page 3, Finding 8: Storm water flow control must meet Level 2 standards, not Level 3. (Testimony)
 - B. Page 4, Finding 19: Elementary students will walk to school; middle and high school students will be bussed. (Exhibit 9) A sidewalk is available on the north side of SE 24th Street all the way to Discovery Elementary. The school district currently has a school bus stop in front of *The Laurels*. (Testimony)
17. Sammamish's State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Penny Lane* on August 4, 2015. (Exhibit 7b) The DNS was not appealed. (Exhibit 17, p. 3, Finding 10)

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18. The record contains written and/or oral testimony from four neighbors. One (Williams) lives well to the south of SE 24th Street. Williams philosophically opposes urban density development within the City. (Exhibit 8b)

Petschke (who lives at 2105 245th Avenue SE – 2105 on Exhibit 18), Garrison, and Wilcock all oppose extension of the 244th Avenue SE right-of-way to the north property line. (Exhibits 8a; 8c; and testimony)

Petschke also believes that requiring a children's play area within *Penny Lane* is a waste of land given that Beaver Lake Park lies diagonally across SE 24th Street from the subject property. Petschke would prefer to see that area shifted north to provide a buffer for the acreage parcels in that direction. (Exhibit 8a)

Garrison is also concerned about the amount of clearing that is proposed. (Exhibit 8c; and testimony)

19. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ¹⁶

The Examiner is legally required to decide this case within the framework created by the following principles:

Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

¹⁶ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

- (1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- (2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

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

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on October 3, 2014.

Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof. [City of Sammamish Hearing Examiner Rule of Procedure 316(a)]

Scope of Consideration

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The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Penny Lane* is largely an uncontested case.
2. Petschke's suggestion that the proposed on-site recreation area be eliminated would directly conflict with code requirements and, therefore, cannot be considered. Subsection 21A.30.160(1) SMC requires that new subdivisions provide on-site recreation area unless a public recreation area is within one-quarter mile of the site "and [is] accessible without crossing of arterial streets." [Emphasis added] Beaver Lake Park is clearly within one-quarter mile of the *Penny Lane* site, but Beaver Lake Park cannot be accessed from the subject property without crossing SE 24th Street. SE 24th Street is a designated arterial. Therefore, adopted City code requires that on-site recreation area be provided.

Williams' opposition to urban level development and Petschke's argument that the proposed lot sizes are incompatible with the acreage lots to the east and north are completely contrary to the officially enacted policy and regulatory positions of the City's legislative officials, the City Council. Land owners have a basic right to develop their land in accordance with adopted City regulations. In this case, PNW has a basic right to develop consistent with the allowances and requirements of the R-4 zone. That zoning regulation allows exactly the type and density of development proposed.

3. PNW has discussed tree protection with Chiaoliu. PNW has agreed to protect trees on her property or remove them with her permission. (Testimony) That testimony amounts to a voluntary offer by PNW which should be memorialized through a condition of approval.

PNW's tree retention proposal is fully compliant with the applicable version of adopted tree retention regulations.

4. ¹⁷ After thoughtful reflection on the various arguments for and against extension of 244th Avenue SE to the north line of the subject property, the Examiner concludes that the public interest will be best preserved in the long run by implementing the design option described in Finding of Fact 13, above.

The former City Engineer told Garrison that the City had a route (the 248th Avenue SE corridor) which would provide the needed link in the north-south arterial system. It would thus appear that an immediate connection to the north is not needed.

¹⁷ Conclusion of Law substantially revised after Reconsideration.

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However, the Reconsideration process reminded the undersigned of a conclusion which he reached in an analogous subdivision case in another jurisdiction several years ago. In that case the undersigned stated that he did not want to be the person who

forever closed the door on the potential to interconnect these neighborhoods. Redevelopment of the large lots to the immediate south of *Maple Hills* will undoubtedly occur in the future, especially given Covington's Plan and area zoning. Future residents may desire interconnection with the *Maple Hills* street system. The possibility for a rational street system in the future should be preserved.

[Official notice, Covington Hearing Examiner Decision in application PP99-004/1025, September 21, 2006]

If access to Proposed Lots 10 and 11 is provided via a joint use driveway over a 30 foot wide easement which is subject to a dedicate upon demand clause, then that easement could be widened to the east and converted to a public right-of-way if and when one or more abutting property owners to the north desire to subdivide their properties. In the meantime, the private easement status will reduce greatly the possibility that anyone would try to use the easement to access properties to the north and the shared driveway would require far less physical improvement than would the proposed public street. In addition, Proposed Lots 10 and 11, the two smallest lots in the subdivision, would each gain about 750 SF of additional area.

5. Based upon all the evidence in the record, the Examiner concludes that *Penny Lane* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
6. Given all the evidence in the record, the Examiner concludes that *Penny Lane* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.
7. The recommended conditions of approval as set forth in Exhibit 17 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. The numbering system will be changed to eliminate duplicate numbering. The current system results in two each of Conditions 1 – 18. The solution which the Examiner has employed in the past and will employ here is to assign a letter to each of the sub-parts of the condition list (“A. General Conditions,” etc.) and then to number conditions within each section from 1 to *n*.

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- B. ¹⁸ First Recommended Condition 3. The concluding clause (“and subject to applicable conditions of approval specified by the Hearing Examiner.”) is superfluous in a Decision issued by the Examiner: The conditions of approval will be those specified by the Examiner. The clause will be omitted.

In addition, the condition will specify that the 244th Avenue SE right-of-way is to terminate at the cul-de-sac with a 30 foot wide easement, subject to a dedicate upon demand provision, continuing to the north property line to provide access to Proposed Lots 10 and 11 which may be served by a joint use driveway and which may be enlarged to incorporate the area that would have been within the right-of-way.

Finally, the condition will be slightly rephrased and moved up to become the first condition: Nothing is more important than clearly specifying what exactly has been approved.

- C. First Recommended Condition 13. The intent of this condition is somewhat obscured by the complexity of its structure. PNW proposes to infiltrate storm water on the subject property. PNW’s preliminary geotechnical studies have indicated that all collected storm water should be able to be infiltrated on-site. If that standard is met, the Flow Control standard will not apply (because there will be no flows leaving the site). The condition will be restructured to better reflect that intent.
- D. First Recommended Condition 14. The word “should” has no place in conditions of approval. “Should” confers absolute discretion on the platlor/developer; “should” suggests but does not require. Conditions require. “Should” will be replaced with “shall.”
- E. Second Recommended Condition 16. This condition attempts to set a mechanism by which school impact fee credits are allocated within the subdivision. The SMC provides that transportation, school, and park impact fees are subject to a residence-by-residence credit for existing residences. There is one residence on the subject property. Therefore, the 11-lot plat is subject to fees for only 10 lots. But the dilemma is: Which 10 lots pay the fees?

That question would be easily answered if the plat were retaining the existing house: It would be the lot to enjoy the credits as it already exists. But the situation is vastly different where, as here, all existing residences are to be demolished and replaced with new residences and where the lot configuration does not remotely follow the existing lot lines.

The Department’s recommended wording assigns the credits to Lot 11 for no apparent reasons other than simplicity and (according to Davis) the fact that the residence is sort of near Proposed Lot 11. (Actually, the existing residence straddles Proposed Lots 8 and 9.)

¹⁸ Paragraph 2 revised after Reconsideration.

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In recent preliminary subdivision approvals (*Reece's Run, Bain, Sienna Lane, 223rd Assemblage, Pine Ridge II, etc.*) the Examiner addressed this quandary:

City code provides for credits against all types of impact fees for existing residences when property is subdivided. These three conditions provide for that credit, but they do so by specifying which two lots (Proposed Lots 1 and 9) don't have to pay the fees. There is no intrinsic basis in the record for picking winners and losers through the preliminary subdivision process. There is nothing special about Proposed Lot 1; unlike Proposed Lot 9, its existing residence is not being retained. In at least some previous cases (such as PSUB2013-00127, *Reese's Run*) the Examiner has simply indicated the number of lots which are subject to the fees, leaving division of the fees as an administrative action to be taken later. That procedure will be applied here as well.

[*Bain*, PSUB2014-00090, p. 14, Conclusion of Law 7.H] The Department testified in prior hearings that it did not like the solution employed in *Reece's Run, Bain, and Sienna Lane*. (Official notice) The issue was briefly discussed in this hearing.

If the Examiner were the legislative authority, which he most assuredly is not, he would propose a code amendment that would assign the available credits first to houses that are actually going to be retained within the plat and then would apportion the remaining credits, if any, equally over the remaining lots.

The Examiner still finds the Department's scheme to be indefensible "winner" and "loser" picking and declines to follow that course. The *Bain* solution will be employed. The Examiner once again strongly encourages City staff to initiate a discussion of this situation with the City Council in an effort to find a more equitable way to allocate credits.

- F. A few minor, non-substantive structure, grammar, and/or punctuation revisions to the Recommended Conditions will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
8. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

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REVISED DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Penny Lane* **SUBJECT TO THE ATTACHED CONDITIONS.**

Revised Decision issued November 9, 2015.

\s\ John E. Galt (Signed original in official file)

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ¹⁹

Maher Joudi
Elliot Wilcock
Haim Strasbourger
Andrew Zagars ²⁰

Mona Davis
Jane Garrison
Carol Rozday

NOTICE of RIGHT of JUDICIAL REVIEW ²¹

This Revised ²² Decision is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

¹⁹ The official Parties of Record register is maintained by the City's Hearing Clerk.

²⁰ Mr. Zagars testified only at the reconvened hearing and is an addition to the Hearing Participants list.

²¹ Notice of Right of Reconsideration paragraph deleted: Repetitive reconsideration is not allowed by the SMC.

²² This word added after reconsideration.

CONDITIONS OF APPROVAL
PENNY LANE
PSUB2014-00225

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, and the following special conditions:

A. General Conditions:

1. ²³ Exhibit 2 is the approved preliminary plat (and supporting plans); PROVIDED, that the 244th Avenue SE right-of-way shall terminate at the cul-de-sac. A 30 foot wide ingress, egress, and utilities easement shall be extended from the cul-de-sac to the north property line, abutting the east boundary of the subject property. Proposed Lots 10 and 11 shall be enlarged to incorporate the area that would have been within the previously depicted right-of-way. The easement shall benefit Proposed Lots 10 and 11 and shall be subject to a “dedicate upon demand” provision allowing the City to require dedication upon demand in the future. Proposed Lots 10 and 11 shall be served by a joint use driveway located within said easement. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.

A textual and graphic notation on the final plat, together with a provision within the HOA CC&Rs, shall indicate that the easement extension of the 244th Avenue SE right-of-way within the subject property is subject to a “dedicate upon demand” condition benefitting the City of Sammamish. The precise wording of these notations/provisions shall be subject to approval by the City Attorney to ensure that they carry out their intended purposes.

2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 3, 2014, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC 19A.12.020, provided Plator may file for an extension as permitted by code.
4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW

²³ Condition substantially revised after reconsideration.

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standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19A.16.

5. The plat shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208.
6. Clearing and grading along the north property line shall be coordinated with the abutting property owner so as to protect trees on the abutter's property or, with the abutter's permission, the developer may remove certain trees on the abutter's property which would not survive the clearing on the subject property.

B. Prior to City Acceptance of Improvements:

1. The design engineer shall review the final Public Works review of the preliminary plat plans (Exhibit 14) and incorporate responses to comments as appropriate on the final engineering plans and documents.
2. The internal plat roads serving more than four dwelling units shall be consistent with the modified road section as depicted on the preliminary plat and supporting plans (Exhibit 2).
3. Illumination shall be provided in the plat and frontage roads consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.
4. Cul-de-sacs shall meet the requirements for Fire Turnaround for access and shall be approved by the Fire Marshal.
5. All construction shall meet requirements consistent with the United States Department of Justice ADA Standards. The Access Board's ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.
6. Appropriate sidewalk and road transition from all proposed plat roads to all existing roads shall be designed and approved consistent with AASHTO standards as part of the site development permit.
7. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.
8. The site is subject to Conservation Area Flow Control (Level 2), unless stormwater runoff is infiltrated on-site, and Sensitive Lake Water Quality Treatment with additional requirements pursuant to the sphagnum bog menu. If infiltration is used, alternate levels of treatment would be allowed in accordance with the 2009 KCSWDM.
9. If infiltration is used, final engineering documents shall adequately support mounding analysis, design infiltration rate, water quality treatment, and performance monitoring in accordance to the 2009 KCSWDM. Preliminary documents including geotechnical analysis shall be finalized.

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10. Individual lot flow control BMPs shall be required consistent with the 2009 KWSWDM.
11. The platlor shall purchase from the City and install drain markers on each catch basin with the plat (Only Rain down the Drain).
12. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored, and the system shall be televisioned for inspection.
13. Prior to acceptance into the Maintenance and Defect period, project close-out documents, including as-builts and final corrected TIR, shall be submitted to Public Works for approval.
14. Limits of disturbance shall be established for the perimeter trees in Tracts C and D and soil shall remain undisturbed during construction.
15. The proposed buffer restoration plan that was prepared by Sewall Wetland Consulting, Inc. (Exhibit 2) must be revised to include a plan for deconsolidating and amending soils where needed to support successful native plant establishment. Modification of stated performance standards to include an 85% survival performance standard applicable in Years 2 through 5, not just in Year 5. In addition, a watering protocol that provides a minimum of 1-inch of water per week to installed plantings from July 1 through October 15 during the first two years following installation. The source and layout of a proposed temporary irrigation system shall be depicted on mitigation plans.
16. A City of Sammamish Critical Areas Bond Quantity Worksheet (BQW) must be prepared based on the Buffer Restoration Plan that was prepared by Sewall Wetland Consulting, Inc. Following city review and approval of the BQW, a mitigation performance bond and mitigation monitoring fee must be provided.

C. Concurrent with or Prior to Final Plat:

1. A right-of-way dedication shall include the width and extent of the extension of 244th Avenue SE into the plat, including identified cul-de-sac limits.
2. A 3.5-foot width of right-of-way dedication shall be provided along the property frontage on SE 24th Street.
3. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond. Final lift of asphalt may be bonded unless otherwise directed by Public Works.
4. All new signs required in the public rights-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Platlor. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of SIX WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access.

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No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.

5. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
6. Any off-site improvements shall be fully constructed.
7. “No Parking” signs shall be permanently installed.
8. Illumination shall be fully installed or as approved by the City Engineer.
9. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.
10. Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees for 10 proposed lots (the site has one existing residence), plus an administrative fee, shall be paid.
11. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM Prior to final plat approval, a performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Plator for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.

D. Conditions to appear on the face of the Final Plat (*italicized text shall be included verbatim*):

1. *Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.*
2. *Unless directed to individual lot flow control BMPs, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development Permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline in accordance with the 2009 King County Surface Water Design Manual. The approved site development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.*
3. *No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.*

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4. The Plator shall comply with RCW 58.17.280, providing the appropriate “addressing note” with address ranges being on the final plat.
5. *Maintenance of all landscape strips along the plat internal road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping created by the plat.*
6. *Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowner’s Association.*
7. *All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*
8. *Maintenance of illumination along all local and private roads (internal plat road) shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development. City will maintain illumination on SE 24th Street as it is an arterial road.*
9. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
10. *Individual lot flow control BMPs in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the subdivision site development plans.*
11. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated, or an easement provided, to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.
12. *Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.*
13. Trees retained pursuant to SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.
14. *Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.*
15. The plator shall include a note regarding the payment of street impact fees in accordance to SMC 14A.15. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.

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16. *Pursuant to SMC Chapter 21A.105, fifty percent of the school impact fees have been paid at final plat. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance on 10 lots.*
17. *Consistent with SMC 14A.20, the plat is subject to Parks Impact Fees which shall be paid at the time of building permit issuance together with an administrative fee.*
18. *Pursuant to SMC Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.*

Exhibit 2

Penny Lane FSUB2016-00215

Hearing Examiner's Condition	Applicant Response	Comments
A. General Conditions		
<p>1. (23)Exhibit 2 is the approved preliminary plat (and supporting plans); PROVIDED, that the 244th Avenue SE right-of-way shall terminate at the cul-de-sac. A 30 foot wide ingress, egress, and utilities easement shall be extended from the cul-de-sac to the north property line, abutting the east boundary of the subject property. Proposed Lots 10 and 11 shall be enlarged to incorporate the area that would have been within the previously depicted right-of-way. The easement shall benefit Proposed Lots 10 and 11 and shall be subject to a “dedicate upon demand” provision allowing the City to require dedication upon demand in the future. Proposed Lots 10 and 11 shall be served by a joint use driveway located within said easement. Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.</p> <p>A textual and graphic notation on the final plat, together with a provision within the HOA CC&Rs, shall indicate that the easement extension of the 244th Avenue SE right-of-way within the subject property is subject to a “dedicate upon demand” condition benefitting the City of Sammamish. The precise wording of these notations/provisions shall be subject to approval by the City Attorney to ensure that they carry out their intended purposes.</p>	<p>The right of way and Lots 10 and 11 have been revised to eliminate the northerly extension of 244th Avenue SE and the required easements have been provided on the final plat and the "dedicate on demand" requirement is included in the easement reservation.</p>	<p>Complete</p>

Hearing Examiner's Condition	Applicant Response	Comments
<p>2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 3, 2014, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.</p>	<p>Noted. The final plat has been prepared in compliance relative rules and regulations.</p>	<p>Complete</p>
<p>3. Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC 19A.12.020, provided Plator may file for an extension as permitted by code.</p>	<p>Noted. The preliminary plat was approved November 9, 2015. The developer has every intention to record the plat as soon as possible, well before the November 9, 2020 expiration date.</p>	<p>Complete once recorded.</p>
<p>4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19A.16.</p>	<p>All site development and landscaping improvements will be installed - not bonded for. A maintenance bond for site development and landscaping will be provided at the direction of the City prior to recording.</p>	<p>Complete</p>

<p>5. The platlor shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208.</p>	<p>All required street impact fees due prior to recording shall be paid by the developer. Fees due following recording have been noted on the final plat. See Notes and Restrictions No. 14, Sheet 2.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>6. Clearing and grading along the north property line shall be coordinated with the abutting property owner so as to protect trees on the abutter's property or, with the abutter's permission, the developer may remove certain trees on the abutter's property which would not survive the clearing on the subject property.</p>	<p>Developer worked with abutting property owner throughout construction period and obtained permission to remove certain trees on the abutter's property.</p>	<p>Complete</p>
<p>B. Prior to City Acceptance of Improvements:</p>		
<p>1. The design engineer shall review the final Public Works review of the preliminary plat plans (Exhibit 14) and incorporate responses to comments as appropriate on the final engineering plans and documents.</p>	<p>The approved Engineering plans have incorporated responses to the Public Works review.</p>	<p>Complete</p>
<p>2. The internal plat roads serving more than four dwelling units shall be consistent with the modified road section as depicted on the preliminary plat and supporting plans (Exhibit 2).</p>	<p>The approved Engineering plans have been prepared consistent with granted variation.</p>	<p>Complete</p>

<p>3. Illumination shall be provided in the plat and frontage roads consistent with the City’s standards for average foot candles and uniformity for a local road. Luminaires shall be full cut-off and LED. Pole type and style shall be approved by Public Works.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Complete</p>
<p>4. Cul-de-sacs shall meet the requirements for Fire Turnaround for access and shall be approved by the Fire Marshal.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>5. All construction shall meet requirements consistent with the United States Department of Justice ADA Standards. The Access Board’s ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Complete</p>
<p>6. Appropriate sidewalk and road transition from all proposed plat roads to all existing roads shall be designed and approved consistent with AASHTO standards as part of the site development permit.</p>	<p>The approved Engineering plans have been prepared consistent with the sited standards.</p>	<p>Complete</p>
<p>7. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan.</p>	<p>The approved construction plans have been prepared in compliance with the applicable requirements.</p>	<p>Complete</p>

<p>8. The site is subject to Conservation Area Flow Control (Level 2), unless stormwater runoff is infiltrated on-site, and Sensitive Lake Water Quality Treatment with additional requirements pursuant to the sphagnum bog menu. If infiltration is used, alternate levels of treatment would be allowed in accordance with the 2009 KCSWDM.</p>	<p>The site is infiltrating 100% of the stormwater runoff generated and is therefore allowed to reduce the water quality treatment requirement to the criteria set forth for Basic Water Quality Treatment as no runoff will drain to the wetland. The Basic Water Quality Treatment requirement is being accommodated by the wet biofiltration swale.</p>	<p>Complete</p>
<p>9. If infiltration is used, final engineering documents shall adequately support mounding analysis, design infiltration rate, water quality treatment, and performance monitoring in accordance to the 2009 KWSWDM. Preliminary documents including geotechnical analysis shall be finalized.</p>	<p>All required documentation to support the infiltration facility design has been submitted and approved by the City.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>10. Individual lot flow control BMPs shall be required consistent with the 2009 KWSWDM.</p>	<p>Noted</p>	<p>To be completed under individual single family residential building permit.</p>
<p>11. The plattor shall purchase from the City and install drain markers on each catch basin with the plat (Only Rain down the Drain).</p>	<p>This condition shall be met by action taken by the developer.</p>	<p>Complete</p>
<p>12. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored, and the system shall be televised for inspection.</p>	<p>This condition shall be met by action taken by the developer.</p>	<p>Complete</p>

<p>13. Prior to acceptance into the Maintenance and Defect period, project close-out documents, including as-builts and final corrected TIR, shall be submitted to Public Works for approval.</p>	<p>Asbuilts and final corrected TIR will be submitted upon completion of construction.</p>	<p>Complete</p>
<p>14. Limits of disturbance shall be established for the perimeter trees in Tracts C and D and soil shall remain undisturbed during construction.</p>	<p>This condition shall be met by action taken by the developer. The allowable limits of disturbance are shown on the approved construction plans and have been staked on the ground by D.R. Strong Survey Crews.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>15. The proposed buffer restoration plan that was prepared by Sewall Wetland Consulting, Inc. (Exhibit 2) must be revised to include a plan for deconsolidating and amending soils where needed to support successful native plant establishment. Modification of stated performance standards to include an 85% survival performance standard applicable in Years 2 through 5, not just in Year 5. In addition, a watering protocol that provides a minimum of 1-inch of water per week to installed plantings from July 1 through October 15 during the first two years following installation. The source and layout of a proposed temporary irrigation system shall be depicted on mitigation plans.</p>	<p>The approved buffer restoration plans include a plan for deconsolidating and amending soils where needed to support successful native plant establishment. The plans have also modified the performance standards and watering protocol as appropriate.</p>	<p>Complete</p>

<p>16. A City of Sammamish Critical Areas Bond Quantity Worksheet (BQW) must be prepared based on the Buffer Restoration Plan that was prepared by Sewall Wetland Consulting, Inc. Following city review and approval of the BQW, a mitigation performance bond and mitigation monitoring fee must be provided.</p>	<p>A Critical area mitigation performance bond in accordance with the approved BQW is being submitted to the City with the final plat submission.</p>	<p>Complete</p>
<p>C. Concurrent with or Prior to Final Plat:</p>		
<p>1. A right-of-way dedication shall include the width and extent of the extension of 244th Avenue SE into the plat, including identified cul-de-sac limits.</p>	<p>The required dedication is provided on the final plat.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>2. A 3.5-foot width of right-of-way dedication shall be provided along the property frontage on SE 24th Street.</p>	<p>The required dedication is provided on the final plat</p>	<p>Complete</p>
<p>3. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and stormwater pond. Final lift of asphalt may be bonded unless otherwise directed by Public Works.</p>	<p>All stormwater facilities are on-line and operational. The final lift of asphalt is being installed prior to final plat recording.</p>	<p>Complete</p>

<p>4. All new signs required in the public rights-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Plator. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of SIX WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access.</p> <p>No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.</p>	<p>Sign mock-ups have been provided to the Public Works Dept. for approval and such approval was granted. Signs will be installed prior to the recording of the final plat.</p>	<p>Complete</p>
<p>5. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public rights-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.</p>	<p>All Storm drain facilities and conveyance lines have been staked by D.R. STRONG Consulting Engineers survey crews.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>6. Any off-site improvements shall be fully constructed.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Complete</p>
<p>7. "No Parking" signs shall be permanently installed.</p>	<p>The required signs shall be installed prior to final approval.</p>	<p>Complete</p>
<p>8. Illumination shall be fully installed or as approved by the City Engineer.</p>	<p>The required street lighting shall be installed prior to final approval.</p>	<p>Complete</p>

<p>9. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.</p>	<p>The required soil amendments have been provided.</p>	<p>Complete</p>
<p>10. Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees for 10 proposed lots (the site has one existing residence), plus an administrative fee, shall be paid.</p>	<p>To be paid by the developer.</p>	<p>Complete</p>
<p>11. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM Prior to final plat approval, a performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvement costs, whichever is greater. A bond quantities worksheet shall be provided by the Plator for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.</p>	<p>A performance bond was posted prior to the start of construction.</p>	<p>Complete</p>
<p>D. Conditions to appear on the face of the Final Plat (italicized text shall be included verbatim):</p>		
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p><i>1. Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 5, Sheet 2.</p>	<p>Complete</p>

<p>2. <i>Unless directed to individual lot flow control BMPs, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development Permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline in accordance with the 2009 King County Surface Water Design Manual. The approved site development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 6, Sheet 2.</p>	<p>Complete</p>
<p>3. <i>No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 7 Sheet 2.</p>	<p>Complete</p>
<p>4. The Plator shall comply with RCW 58.17.280, providing the appropriate “addressing note” with address ranges being on the final plat.</p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 18, Sheet 2. the address range will be filled in when provided by the city.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

<p>5. Maintenance of all landscape strips along the plat internal road shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping created by the plat.</p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 8 Sheet 2.</p>	<p>Complete</p>
<p><i>6. Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowner's Association.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 9 Sheet 2.</p>	<p>Complete</p>
<p><i>7. All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 10 Sheet 2.</p>	<p>Complete</p>
<p><i>8. Maintenance of illumination along all local and private roads (internal plat road) shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development. City will maintain illumination on SE 24th Street as it is an arterial road.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 11 Sheet 2.</p>	<p>Complete</p>
<p>9. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.</p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 12 Sheet 2.</p>	<p>Complete</p>
<p><i>Hearing Examiner's Condition</i></p>	<p><i>Applicant Response</i></p>	<p><i>Comments</i></p>

<p>10. <i>Individual lot flow control BMPs in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the subdivision site development plans.</i></p>	<p>The required Individual Lot Control BMPs will be provided with building permit application.</p>	<p>To be completed under individual single family residential building permit.</p>
<p>11. Any Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated, or an easement provided, to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.</p>	<p>The required tract is provided as Tract A with the necessary easements provided to the city. See Notes and Restrictions No. 1, Sheet 2.</p>	<p>Complete</p>
<p>12. <i>Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 13 Sheet 2.</p>	<p>Complete</p>
<p>13. Trees retained pursuant to SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number.</p>	<p>The retained trees are identified on Sheet 5.</p>	<p>Complete</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

<p><i>14. Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.</i></p>	<p>The required note has been included on the final plat, see Tree Retention Note, Sheet 5.</p>	<p>Complete</p>
<p>15. The plattor shall include a note regarding the payment of street impact fees in accordance to SMC 14A.15. Specific language related to the payment of the street impact fees shall be reviewed and approved by the City prior to final plat approval.</p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 14 Sheet 2.</p>	<p>Complete</p>
<p><i>16. Pursuant to SMC Chapter 21A.105, fifty percent of the school impact fees have been paid at final plat. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance on 10 lots.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 15 Sheet 2.</p>	<p>Complete</p>
<p><i>17. Consistent with SMC 14A.20, the plat is subject to Parks Impact Fees which shall be paid at the time of building permit issuance together with an administrative fee.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 16 Sheet 2.</p>	<p>Complete</p>
<p><i>18. Pursuant to SMC Chapter 13.15, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.</i></p>	<p>The required note has been included on the final plat, see Notes and Restrictions No. 17 Sheet 2.</p>	<p>Complete</p>

PENNY LANE NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS:

BPW BUILDERS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: ITS:

WASHINGTON TRUST BANK

BY: ITS:

ACKNOWLEDGMENTS

STATE OF WASHINGTON)) SS COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF BPW BUILDERS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED _____

SIGNATURE OF NOTARY PUBLIC _____

TITLE _____

MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)) SS COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF WASHINGTON TRUST BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED _____

SIGNATURE OF NOTARY PUBLIC _____

TITLE _____

MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION

PARCEL A: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, NORTH 0°47'3" EAST 400 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE CONTINUING NORTH 0°47'3" EAST, A DISTANCE OF 256.88 FEET; THENCE NORTH 88°10'31" WEST A DISTANCE OF 175 FEET; THENCE SOUTH 0°46'13" WEST 256.88 FEET; THENCE EAST 175 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL B: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CREATED UNDER RECORDING NO. 6361037 AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH 0°47'3" EAST 370 FEET; THENCE NORTH 88°10'31" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 0°47'3" WEST TO THE NORTH MARGIN OF SOUTHEAST 24TH STREET; THENCE EAST ALONG SAID STREET TO THE POINT OF BEGINNING.

PARCEL C: THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF THE ABOVE MAIN TRACT DESCRIBED AS FOLLOWS: STARTING AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTHERLY ON A LINE 0°47'3" EAST A DISTANCE OF 400 FEET WHICH IS THE POINT OF BEGINNING OF THE PROPERTY; THENCE FROM SAID POINT NORTH 0°47'3" EAST 256.88 FEET; THENCE NORTH 88°10'31" WEST FOR A DISTANCE OF 175.00 FEET; THENCE SOUTH 0°46'13" WEST 256.88 FEET; THENCE EAST 175.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30 FEET THEREOF FOR ROAD AS CONVEYED BY DEED RECORDED UNDER RECORDING NO. 5171887.

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10.0 FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF LOTS 1 THROUGH 9 AND TRACT B, THE 30 FOOT UTILITY EASEMENT OVER THE EASTERLY 30 FEET OF LOTS 10 AND 11 AND THE WESTERLY 10 FEET OF THE EASTERLY 40 FEET OF LOTS 10 AND 11 AS SHOWN HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS PRIVATE, ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPLACING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

APPROVALS

EXAMINED, AND APPROVED PER SMC 19.A.16 THIS _____ DAY OF _____, 2016.

DIRECTOR COMMUNITY DEVELOPMENT CITY OF SAMMAMISH

CITY ENGINEER CITY OF SAMMAMISH

MAYOR CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENT

EXAMINED, AND APPROVED THIS _____ DAY OF _____, 2016. KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

PARCEL NO. 0324069060 AND 0324069067

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

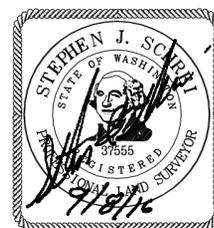
THIS _____ DAY OF _____, 20____.

MANAGER, KING COUNTY OFFICE OF FINANCE

DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF PENNY LANE NORTH IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY, THAT THE MONUMENTS WILL BE SET AND THE LOT CORNERS STAKED CORRECTLY ON THE GROUND FOLLOWING THE COMPLETION OF CONSTRUCTION OF THE SITE IMPROVEMENTS AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



Signature of Stephen J. Schrei

STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 37555 D. R. STRONG CONSULTING ENGINEERS 620 7TH AVENUE KIRKLAND, WASHINGTON 98033 PHONE: (425) 827-3063

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BPW BUILDERS, LLC, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____ RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

MANAGER SUPERINTENDENT OF RECORDS

PROJECT NO. 14053



D.R. STRONG CONSULTING ENGINEERS ENGINEERS PLANNERS SURVEYORS 620 7TH AVENUE KIRKLAND, WA 98033 O 425.827.3063 F 425.827.2423 www.drstrong.com

CITY OF SAMMAMISH FILE NO. FSUB 2016-00215

PENNY LANE NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

1. TRACT A IS A PRIVATE STORM DRAINAGE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. EXCEPT AS OTHERWISE NOTED HEREIN, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT AND FACILITIES, THE OWNERS OF LOTS 1 THROUGH 11 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND FACILITIES.

A DRAINAGE EASEMENT OVER SAID TRACT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR PUBLIC STORM DRAINAGE FACILITIES, ACCORDING TO THE CITY OF SAMMAMISH DRAINAGE EASEMENT COVENANT HEREON.

2. TRACT B IS A PRIVATE RECREATION TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT AND RECREATION FACILITIES WITHIN SAID TRACT. SHOULD THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT AND FACILITIES, THE OWNERS OF LOTS 1 THROUGH 11 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND FACILITIES.

3. TRACT C IS A SENSITIVE AREA TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 11 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

4. TRACT D IS A PRIVATE TREE RETENTION TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR ALL MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACT. SHOULD THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 11 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

5. METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.

6. UNLESS DIRECTED TO INDIVIDUAL LOT FLOW CONTROL BMPS, ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN SYSTEM AS SHOWN ON THE APPROVED PLAT SITE DEVELOPMENT PERMIT ON FILE WITH THE CITY OF SAMMAMISH. THE CONNECTION TO THE STORM SYSTEM SHALL BE THROUGH A PERFORATED TIGHTLINE IN ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL. THE APPROVED SITE DEVELOPMENT PERMIT SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.

7. NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.

8. MAINTENANCE OF ALL LANDSCAPE STRIPS, INCLUDING STREET TREES ALONG THE EXISTING PUBLIC RIGHTS-OF-WAY OF SE 24TH STREET ADJOINING THIS PLAT AND STREET TREES ALONG THE PLAT INTERNAL ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.

9. MAINTENANCE OF LANDSCAPING STRIPS ALONG THE STORMWATER POND PERIMETER OTHER THAN THE INTERIOR POND EMBANKMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

10. ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.

11. MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS (INTERNAL PLAT ROAD) SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT. CITY WILL MAINTAIN ILLUMINATION ON SE 24TH STREET AS IT IS AN ARTERIAL ROAD.

12. INDIVIDUAL LOT FLOW CONTROL BMPS IN ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL SHALL BE PROVIDED WITH EACH SINGLE FAMILY RESIDENTIAL BUILDING PERMIT UNLESS OTHERWISE INCORPORATED INTO THE SUBDIVISION SITE DEVELOPMENT PLANS.

13. ILLICIT DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPURTENANCES SUCH AS SIDING, ROOF, AND WINDOWS SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN SYSTEM. MEASURES SUCH AS DIRECTING WATER TO A GREEN, VEGETATED AREA OR COVERING THE DOWNSTREAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO SMC 13.30.020.

14. PER SECTION 14A.15.020 SMC AT THE TIME OF FINAL PLAT A MINIMUM OF 30% OF THE STREET IMPACT FEES MUST HAVE BEEN PAID PRIOR TO RECORDING. THE REMAINING 70% OF STREET IMPACT FEES WILL BE PAID AT TIME OF BUILDING PERMIT ISSUANCE FOR LOTS 2-11. CREDIT SHALL BE GIVEN FOR ONE EXISTING PARCEL. LOT 1 SHALL RECEIVE CREDIT.

15. PURSUANT TO SMC CHAPTER 21A.105, FIFTY PERCENT OF THE SCHOOL IMPACT FEES HAVE BEEN PAID AT FINAL PLAT. THE REMAINING FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE ON 10 LOTS.

16. CONSISTENT WITH SMC 14A.20, THE PLAT IS SUBJECT TO PARKS IMPACT FEES WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE TOGETHER WITH AN ADMINISTRATIVE FEE.

17. PURSUANT TO SMC CHAPTER 13.15, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT.

18. THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE WASHINGTON SECRETARY OF STATE JUNE 28, 2016. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____ RECORDS OF KING COUNTY, WASHINGTON.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENT NOTES AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNERS(S) OF THE LAND HEREBY BENEFITED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "SANITARY SEWER EASEMENT" OR "WATER EASEMENT" AND AS DESCRIBED BELOW;

THAT PORTION OF LOTS 1 THROUGH 11 AND TRACT B HEREOF DESCRIBED AS FOLLOWS;

THE EXTERIOR 10.00 FEET OF LOTS 1 THROUGH 9 AND TRACT B, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF 244TH AVENUE SE., AND SE. 24TH STREET, AS ESTABLISHED HEREBY,

THE 30 FOOT SPWSD EASEMENT OVER THE EASTERLY 30 FEET OF LOTS 10 AND 11 AND THE WESTERLY 10 FEET OF THE EASTERLY 40 FEET OF LOTS 10 AND 11,

AS SHOWN HEREIN IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT REPLACE, REPAIR, REMOVE, RENEW, USE AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

EASEMENT NOTES

1. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 2 AND THE 10 FOOT BY 9 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT A IS FOR THE BENEFIT OF LOTS 1, 2 AND 3 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1, 2 AND 3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

2. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 4, 5 AND 6 IS FOR THE BENEFIT OF LOTS 5, 6 AND 7 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 4, 5, 6 AND 7 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

3. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 8 AND TRACT B IS FOR THE BENEFIT OF LOTS 8 AND 9 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 8 AND 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

4. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 9 AND 10 IS FOR THE BENEFIT OF LOTS 10 AND 11 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 10 AND 11 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

5. THE 30 FOOT PRIVATE ACCESS AND UTILITY EASEMENT SHOWN ON LOTS 10 AND 11 IS TO THE BENEFIT OF THE OWNERS OF LOTS 10 AND 11 FOR PRIVATE ACCESS AND UTILITIES, INCLUDING STORMDRAIN FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE UTILITY FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ACCESS AND UTILITY FACILITIES USED IN COMMON WITHIN SAID EASEMENT. SAID EASEMENT IS SUBJECT TO A DEDICATE UPON DEMAND CONDITION BENEFITING THE CITY OF SAMMAMISH. THE OWNERS OF SAID LOTS 10 AND 11 WILL CONVEY THE EASEMENT AREA TO THE CITY OF SAMMAMISH SHOULD THE CITY DETERMINE THAT THE EASEMENT AREA IS REQUIRED FOR PUBLIC ROADWAY PURPOSES.

6. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 5 THROUGH 10 AND TRACT B IS FOR THE BENEFIT OF LOTS 6 THROUGH 11 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6 THROUGH 11 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

7. THE 10 FOOT PRIVATE ENTRY MONUMENT EASEMENT SHOWN ON LOT 1 IS HEREBY RESERVED FOR AND GRANTED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT FACILITIES WITHIN SAID EASEMENT.

8. THE 5 FOOT PRIVATE LANDSCAPE EASEMENT SHOWN ON LOT 1 IS HEREBY RESERVED FOR AND GRANTED TO THE PENNY LANE NORTH HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE FACILITIES WITHIN SAID EASEMENT.

TITLE RESTRICTIONS

1. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20040414002865, 20041201000040, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779, 20141201000780, 20150824000615, 20150824000616 AND 20150824000617.

2. THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS ARE PERMISSIBLE BY APPLICABLE LAW AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 548139.

3. THIS SITE IS SUBJECT TO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON THE PREMISES FOR SOUTHEAST 24TH STREET AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 5171887.

4. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6361037 AND IS SHOWN HEREOF.

5. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A WATER SERVICE AGREEMENT BETWEEN WATER DISTRICT NO. 121 AND FRANK W. ROE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7407080327.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE CITY OF SAMMAMISH FOR SLOPE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20030904000187 AND IS SHOWN HEREOF.

7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF ADOPTING AN AGENT TO RECEIVE CLAIMS FOR DAMAGES AGAINST THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT RESOLUTION NO. 2983" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050503000993.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SAMMAMISH PLATEAU WATER AND SEWER DISTRICT REIMBURSEMENT AGREEMENT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050902000097.

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF OBLIGATION TO CONSTRUCT DEVELOPER EXTENSION AGREEMENT WATER AND SEWER IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20141216000832.

10. THIS SITE IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN IN FAVOR OF PUGET SOUND ENERGY, INC. FOR AN ELECTRIC AND/OR GAS TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20160408000400. THE LEGAL DESCRIPTION CONTAINED WITHIN SAID INSTRUMENT IS INSUFFICIENT TO DETERMINE THE EASEMENT'S EXACT LOCATION WITHIN THE SITE.



D.R. STRONG CONSULTING ENGINEERS ENGINEERS PLANNERS SURVEYORS 620 7TH AVENUE KIRKLAND, WA 98033 O 425.827.3063 F 425.827.2423 www.drstrong.com

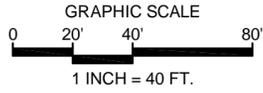


PENNY LANE NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



NORTH



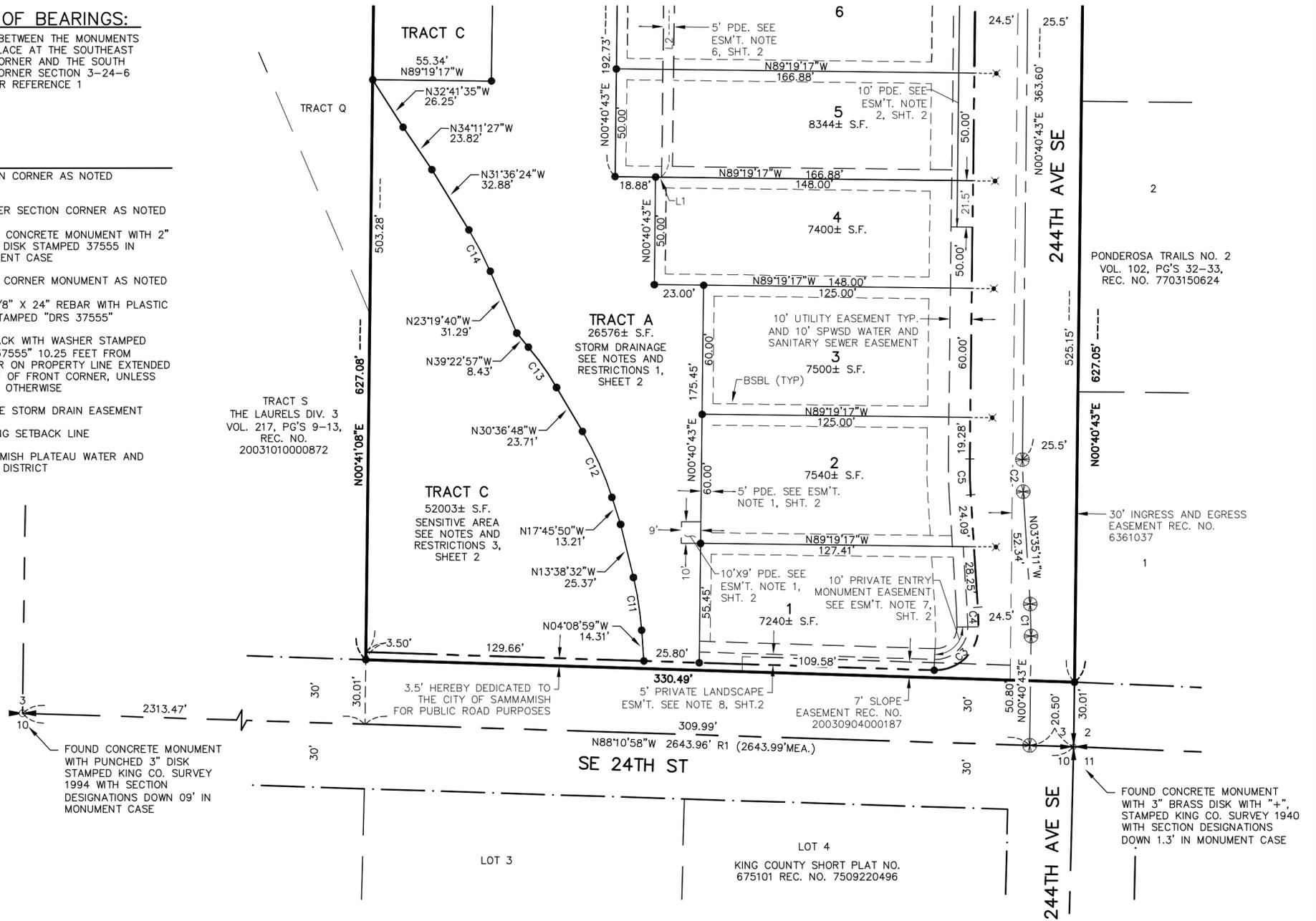
BASIS OF BEARINGS:

N88°10'58"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SOUTHEAST SECTION CORNER AND THE SOUTH QUARTER CORNER SECTION 3-24-6 PER REFERENCE 1

LEGEND

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "DRS 37555" IN MONUMENT CASE
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555"
- SET TACK WITH WASHER STAMPED "DRS 37555" 10.25 FEET FROM CORNER ON PROPERTY LINE EXTENDED IN LIEU OF FRONT CORNER, UNLESS SHOWN OTHERWISE
- PDE PRIVATE STORM DRAIN EASEMENT
- BSBL BUILDING SETBACK LINE
- SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

SEE SHEET 4 FOR CONTINUATION



CITY OF SAMMAMISH STREET ADDRESS

LOT NO.	HOUSE NUMBER	STREET NAME
1	2299	244TH AVE SE
2	2283	244TH AVE SE
3	2275	244TH AVE SE
4	2267	244TH AVE SE
5	2251	244TH AVE SE

SURVEYOR'S NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE FIFTH REPORT ORDER NO. 5003353-2303480 DATED JULY 14, 2016. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JUNE, 2014.
- PROPERTY AREA = 207,175± SQUARE FEET (4.7561± ACRES).
- ALL DISTANCES ARE IN FEET.
- THIS IS A FIELD TRAVERSE SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

LINE	BEARING	DISTANCE
L1	N89°19'17"W	2.80'
L2	N00°40'43"E	247.89'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	200.00'	4°15'54"	14.89'
C2	200.00'	4°15'54"	14.89'
C3	20.00'	92°27'44"	32.28'
C4	175.50'	2°56'29"	9.01'
C5	224.50'	4°15'54"	16.71'
C11	150.00'	9°29'33"	24.85'
C12	150.00'	12°50'58"	33.64'
C13	150.00'	8°46'09"	22.96'
C14	150.00'	8°16'44"	21.67'



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620 7TH AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423
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REFERENCES

- THE PLAT OF THE LAURELS DIV. 3, RECORDED IN VOLUME 217 OF PLATS, PAGES 9-13, UNDER RECORDING NUMBER 20031010000872.

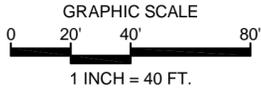


PENNY LANE NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



NORTH

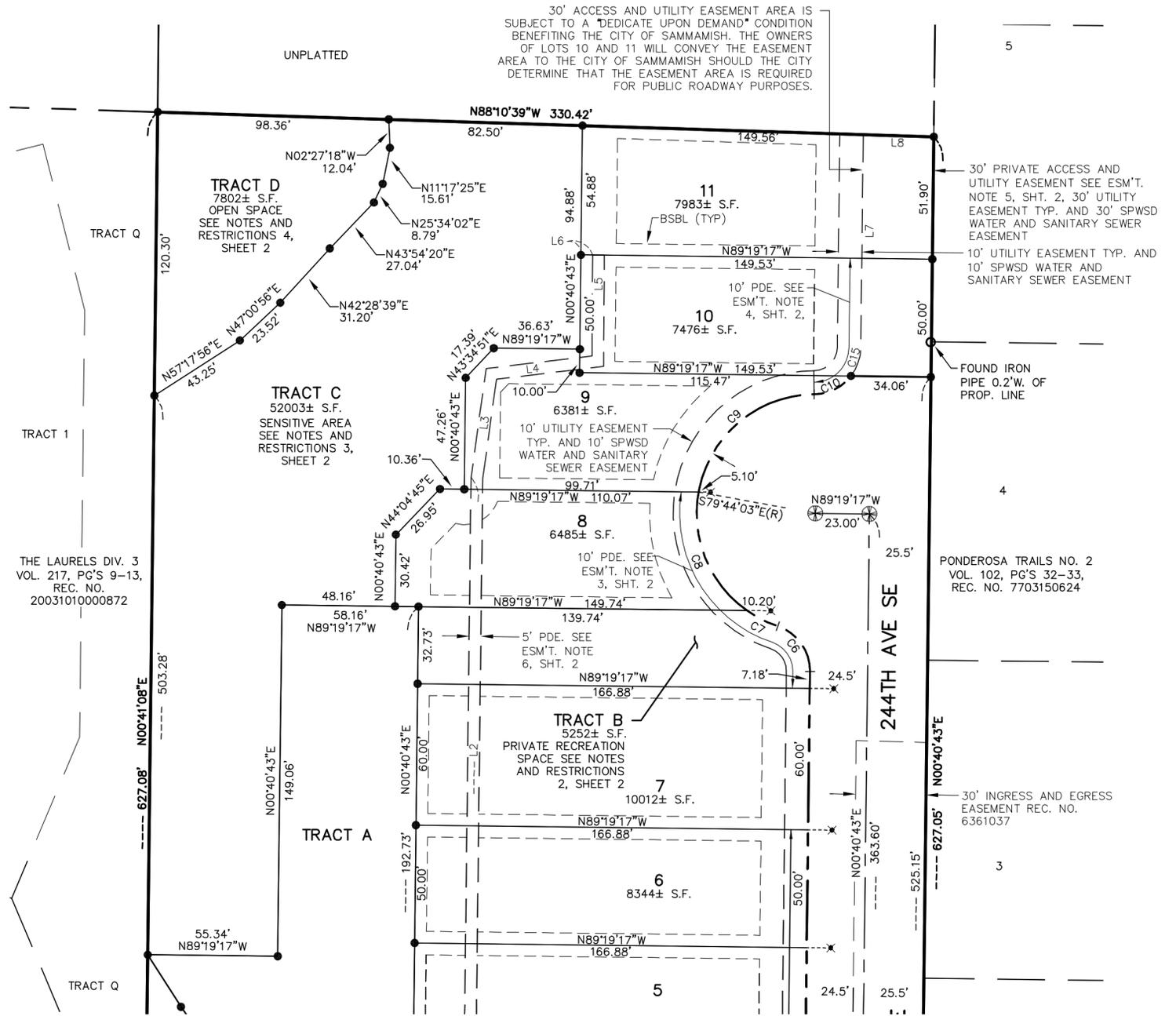


BASIS OF BEARINGS:

N88°10'58"W BETWEEN THE MONUMENTS FOUND IN PLACE AT THE SOUTHEAST SECTION CORNER AND THE SOUTH QUARTER CORNER SECTION 3-24-6 PER REFERENCE 1

LEGEND

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED 37555 IN MONUMENT CASE
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37555"
- SET TACK WITH WASHER STAMPED "DRS 37555" 10.25 FEET FROM CORNER ON PROPERTY LINE EXTENDED IN LIEU OF FRONT CORNER, UNLESS SHOWN OTHERWISE
- PDE PRIVATE STORM DRAIN EASEMENT
- BSBL BUILDING SETBACK LINE
- SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



SEE SHEET 3 FOR CONTINUATION

CITY OF SAMMAMISH STREET ADDRESS

LOT NO.	HOUSE NUMBER	STREET NAME
6	2243	244TH AVE SE
7	2235	244TH AVE SE
8	2227	244TH AVE SE
9	2219	244TH AVE SE
10	2211	244TH AVE SE
11	2203	244TH AVE SE

LINE	BEARING	DISTANCE
L2	N00°40'43"E	247.89'
L3	N07°58'20"E	46.51'
L4	N83°12'29"E	45.34'
L5	N00°19'25"E	88.07'
L6	N89°19'17"W	4.93'
L7	N00°40'43"E	90.42'
L8	N88°10'39"W	30.01'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C6	20.00'	72°14'38"	25.22'
C7	50.50'	16°48'07"	14.81'
C8	50.50'	65°01'45"	57.32'
C9	50.50'	79°11'38"	69.80'
C10	20.00'	51°38'51"	18.03'
C15	20.00'	37°08'00"	12.96'



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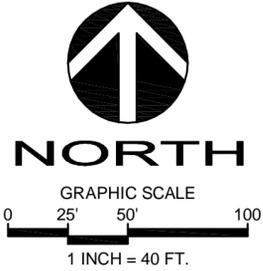
www.drstrong.com



VOL/PG

PENNY LANE NORTH

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



TREES TO BE RETAINED

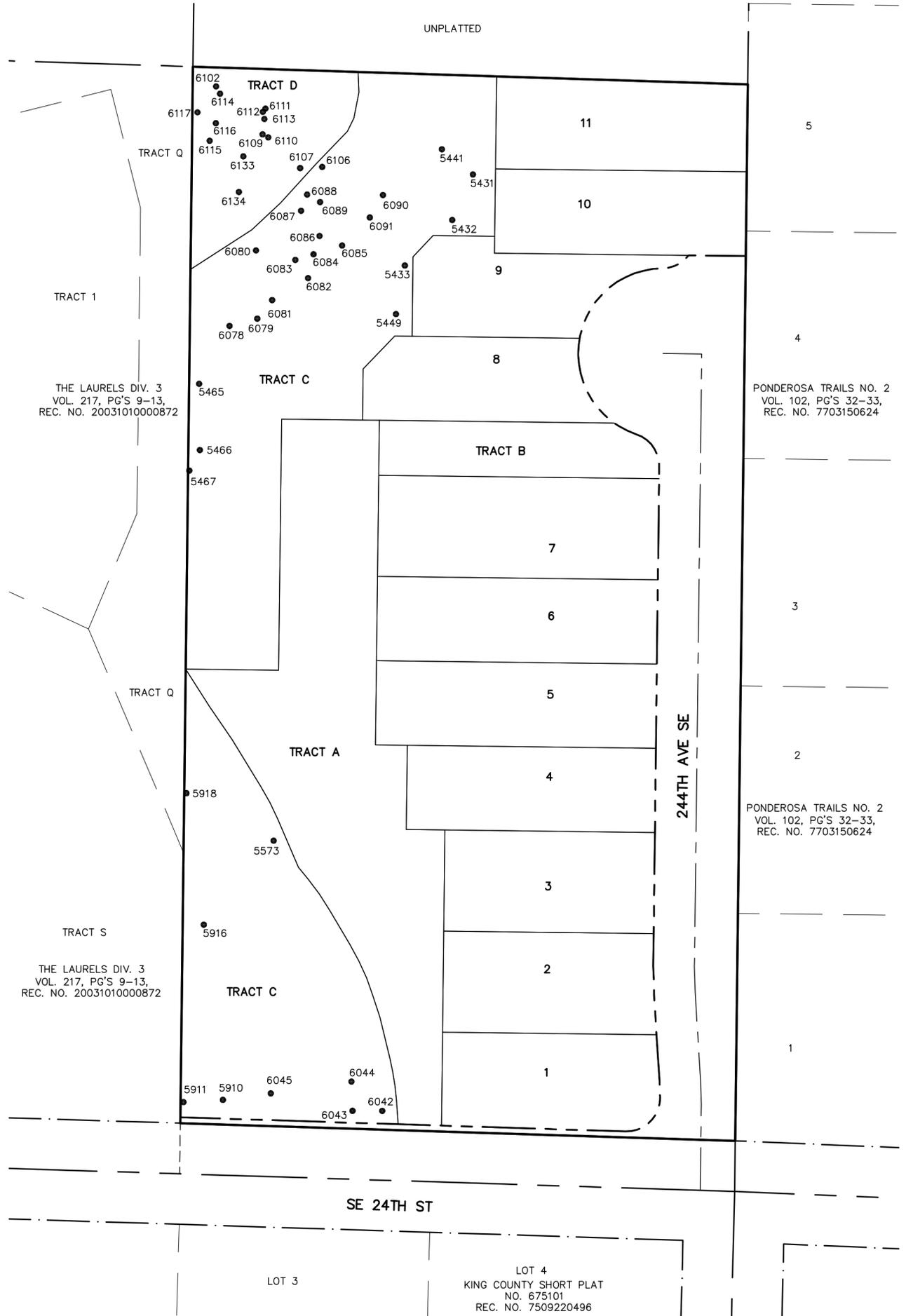
TREE NO.	SPECIES	DBH
5431	DOUGLAS-FIR	12
5432	DOUGLAS-FIR	12
5433	DOUGLAS-FIR	10
5441	BLACK COTTONWOOD	14
5449	DOUGLAS-FIR	10
5465	DOUGLAS-FIR	14
5466	RED MAPLE	12
5467	DOUGLAS-FIR	12
5573	WEeping WILLOW	10
5910	DOUGLAS-FIR	12
5911	DOUGLAS-FIR	24
5916	APPLE	8
5918	PLUMB	12
6042	DOUGLAS-FIR	24
6043	DOUGLAS-FIR	18
6044	DOUGLAS-FIR	30
6045	DOUGLAS-FIR	30
6078	DOUGLAS-FIR	30
6079	DOUGLAS-FIR	10
6080	WESTERN RED-CEDAR	8
6081	WESTERN RED-CEDAR	8,10
6082	BLACK COTTONWOOD	12
6083	ALDER	12
6084	DOUGLAS-FIR	10
6085	DOUGLAS-FIR	12
6086	WESTERN RED-CEDAR	10
6087	DOUGLAS-FIR	8
6088	DOUGLAS-FIR	10
6089	WESTERN RED-CEDAR	12
6090	DOUGLAS-FIR	12
6091	DOUGLAS-FIR	10
6102	DOUGLAS-FIR	26
6106	DOUGLAS-FIR	8
6107	DOUGLAS-FIR	8
6109	DOUGLAS-FIR	10
6110	DOUGLAS-FIR	18
6111	DOUGLAS-FIR	18
6112	DOUGLAS-FIR	10
6113	DOUGLAS-FIR	18
6114	DOUGLAS-FIR	10
6115	DOUGLAS-FIR	10
6116	DOUGLAS-FIR	18
6117	DOUGLAS-FIR	14
6133	DOUGLAS-FIR	22
6134	DOUGLAS-FIR	16

LEGEND

- EXISTING TREE TO BE RETAINED SEE TABLE
- 6045 TREE NO.
- DBH DIAMETER AT BREAST HEIGHT (INCHES)

NOTES

1. EXISTING TREE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED BY THIS FIRM IN JULY, 2014. TREE SIZES AND SPECIES ARE BASED ON INFORMATION PROVIDED BY GREENFOREST INCORPORATED CONSULTING ARBORIST IN THE REPORT DATED SEPTEMBER 4, 2014.



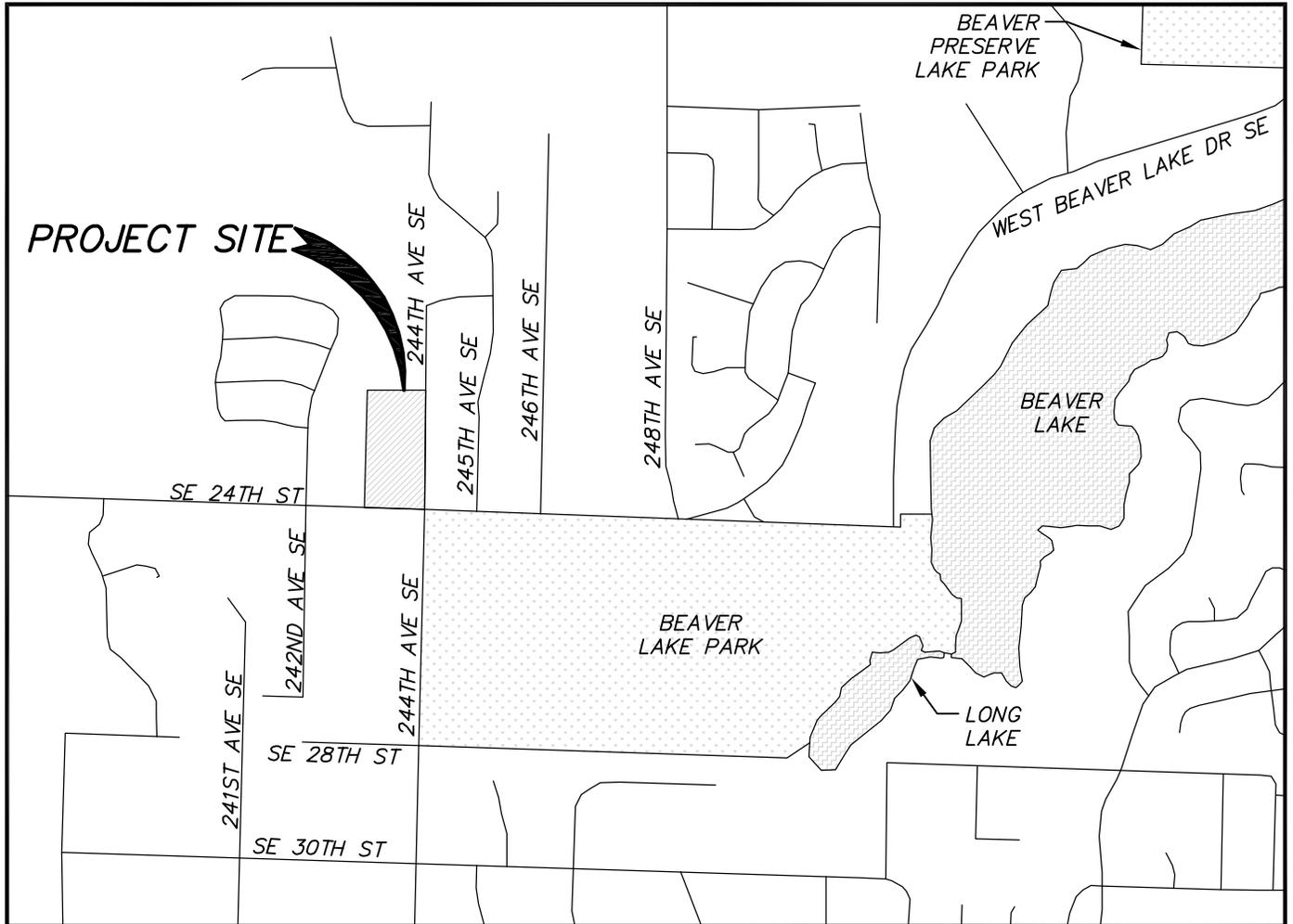
TREE RETENTION NOTE

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240.



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VICINITY MAP

SCALE: 1"=1,000'



Exhibit 5



Meeting Date: October 18, 2016

Date Submitted: 9/28/2016

Originating Department: Public Works

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 checked="" type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation | |

Subject: Private Property Storm and Surface Water Management Responsibilities Resolution

Action Required: Adopt the resolution regarding Private Property Storm and Surface Water Management Responsibilities

Exhibits: 1. Draft Resolution - Private Property Storm and Surface Water Management Responsibilities

Budget: Storm Water Capital and Maintenance Funds (408, 438)

Summary Statement:

Staff have been working with the Finance Committee to draft a policy relating to and clarifying how the City addresses and participates in stormwater matters on private property. This includes guidance on when a public investment in a private stormwater system may be recommended for public benefit. Based on the Finance Committee's direction, staff presented the draft policy to the City Council for discussion and review on September 20, and October 4, 2016.

Background:

There are a number of privately owned storm water systems in Sammamish and the City has been approached regarding a potential investment in the Tamarack neighborhood to upgrade their private road storm conveyance system. The City does not currently have a policy or code that guides public investment in private stormwater systems. This policy was developed to provide guidance as it relates to the Tamarack neighborhood project and other similar requests that may be presented in the future that affect the Storm Water capital and maintenance funds.

A request made at the September 20 meeting was to explain the following sentence, which is in the fourth paragraph in the Discussion section of the draft policy:

The City should consider implementing a program to share the capital costs with the benefitting private property owners if the aforementioned benefits do not significantly outweigh the associated costs.

Explanation: The text just prior to the sentence describes costs and benefits the City should evaluate when considering taking over all ownership responsibilities for a private storm water system. Examples of such costs include capital, operations, maintenance and replacement costs. Some benefits to the City of taking such action might include increased environmental protection, greater ability to meet NPDES permit requirements, or reducing risks to public infrastructure. The sentence in question is intended to enable the Council to partner with the benefitting property owners to jointly share in ownership responsibility if the costs of ownership from the City's perspective does not justify taking on 100 percent responsibility. Please see the attached draft policy for a suggested revision to clarify the intent.

We also received a comment from a member of the public who referenced the attached SMC 13.20.090:

“Drainage facilities accepted by Sammamish for maintenance” [see below for code citation] in support of the City taking over all ownership responsibilities of the Tamarack stormwater system in its current condition. The code sets forth some requirements that must be met in order for the City to take over maintenance of privately owned facilities and the proposed draft policy is consistent with the text. SMC 13.20.100 “Drainage facilities not accepted by Sammamish for maintenance” sets forth conditions under which the City is not responsible for maintenance including those on private property, part of a private road system or under a maintenance or defect guarantees.

The policy is intended to give flexibility to the Council, on a case-by-case basis, to take on some or all ownership responsibilities for privately-owned stormwater systems if certain conditions are met.

The City Council made two requests at the October 4 meeting. One was to clarify which parts of the storm and surface water system the City typically owns. The second was to state that if the Council decided to share in the cost of owning a private system, it would be in proportion to the benefit received. These changes have been incorporated into the Ordinance. Upon final review by the City Attorney, grammatical edits were made as well as a sentence added to the end of paragraph four in the Discussion section which we believe has clarified the language regarding public benefit.

Financial Impact:

Adoption of the policy does not, in and of itself, impact the budget. However, it may provide the opportunity for the City to invest in private stormwater improvement projects. Funding for any potential projects allowed under the new policy would be considered by separate action of the City Council.

Recommended Motion:

It is recommended that the Council approve the Resolution.

SMC 13.20.090 Drainage facilities accepted by Sammamish for maintenance.

(1) The City is responsible for the maintenance, including performance and operation, of drainage facilities which have formally been accepted for maintenance by the director.

(2) The City may assume maintenance of privately maintained drainage facilities only if the following conditions have been met:

(a) All necessary easements or dedications entitling the City to properly maintain the drainage facility have been conveyed to the City;

(b) The director has determined that the facility is in the dedicated public road right-of-way or that maintenance of the facility will contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(i) Flooding,

(ii) Downstream erosion,

(iii) Property damage due to improper function of the facility,

(iv) Safety hazard associated with the facility,

(v) Degradation of water quality or in-stream resources, or

(vi) Degradation to the general welfare of the community; and

(c) The director has declared in writing acceptance of maintenance responsibility by the City.

Copies of this document will be kept on file in the department of public works.

(3) The director may terminate the department's assumption of maintenance responsibilities in writing after determining that continued maintenance will not significantly contribute to protecting or improving the health, safety and welfare of the community based upon review of the existence of or potential for:

(a) Flooding;

(b) Downstream erosion;

(c) Property damage due to improper function of the facility;

(d) Safety hazard associated with the facility;

(e) Degradation of water quality or in-stream resources; or

(f) Degradation to the general welfare of the community.

Copies of this document will be kept on file in the department of public works.

(4) A drainage facility which does not meet the criteria of this section shall remain the responsibility of the applicant required to construct the facility and persons holding title to the property for which the facility was required. (Ord. O2011-304 § 1 (Att. A))

(1) The person or persons holding title to the property and the applicant required to construct a drainage facility shall remain responsible for the facility's continual performance, operation and maintenance in accordance with the standards and requirements of the department and remain responsible for any liability as a result of these duties. This responsibility includes maintenance of a drainage facility which is:

- (a) Under a maintenance guarantee or defect guarantee;
- (b) A private road conveyance system;
- (c) Released from all required financial guarantees prior to July 7, 1980;
- (d) Located within and serving only one single-family residential lot;
- (e) Located within and serving a multifamily or commercial site unless the facility is part of an approved shared facility plan;
- (f) Located within or associated with a short subdivision or subdivision which handles runoff from an area of which less than two-thirds is designated for detached or townhouse dwelling units located on individual lots unless the facility is part of an approved shared facility plan;
- (g) Previously terminated for assumption of maintenance responsibilities by the department in accordance with this chapter; or
- (h) Not otherwise accepted by the City for maintenance.

(2) Prior to the issuance of any of the permits for any multifamily or commercial project required to have a flow control or water quality treatment facility, the applicant shall record a declaration of covenant as specified in the Surface Water Design Manual. The restrictions set forth in such covenant shall include, but not be limited to, provisions for notice to the persons holding title to the property of a City determination that maintenance and/or repairs are necessary to the facility and a reasonable time limit in which such work is to be completed.

(a) In the event that the titleholders do not effect such maintenance and/or repairs, the City may perform such work upon due notice. The titleholders are required to reimburse the City for any such work. The restrictions set forth in such covenant shall be included in any instrument of conveyance of the subject property and shall be recorded with the records and licensing services division of King County.

(b) The City may enforce the restrictions set forth in the declaration of covenant provided in the Surface Water Design Manual.

(3) Prior to the issuance of any of the permits and/or approvals for the project or the release of financial guarantees posted to guarantee satisfactory completion, the person or persons holding title to the

subject property for which a drainage facility was required shall pay a fee established by the director as set forth in the City resolution to reasonably compensate the City for costs relating to inspection of the facility to ensure that it has been constructed according to plan and applicable specifications and standards.

(4) The duties specified in this section with regard to payment of inspection fees and reimbursement of maintenance costs shall be enforced against the person or persons holding title to the property for which the drainage facility was required.

(5) Where not specifically defined in this section, the responsibility for performance, operation and maintenance of drainage facilities and conveyance systems, both natural and constructed, shall be determined on a case-by-case basis. (Ord. O2011-304 § 1 (Att. A))

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2016-__**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
ESTABLISHING CITY COUNCIL DIRECTION FOR DETERMINING
SHARED PUBLIC/PRIVATE PROPERTY STORM AND SURFACE
WATER MANAGEMENT RESPONSIBILITIES**

WHEREAS, there is an existing network of formal and informal storm and surface water systems within the City of Sammamish; and

WHEREAS, said storm and surface water systems are located both in the public rights of way and on private property; and

WHEREAS, ownership of the storm and surface water assets depend in part on whether they are located on public or private property; and

WHEREAS, determining ownership responsibilities for storm and surface water management can be difficult since storm water runoff often flows through contiguous public and privately owned systems; and

WHEREAS, the City has set forth the conditions under which it will accept drainage facilities for maintenance under Sammamish Municipal Code 13.20.090; and

WHEREAS, City has set forth the conditions under which it will not accept drainage facilities for maintenance under Sammamish Municipal Code 13.20.100; and

WHEREAS, the City does not have a policy that guides decisions with respect to public investments in private storm and surface water systems; and

WHEREAS, the City Council desires to establish a means for determining the circumstances under which the City may participate in ownership and maintenance responsibilities for a privately owned storm and surface water system in partnership with benefitting property owners;

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

Section 1. City Council Policy Direction. The City Council establishes the following policy in order to guide City Staff in determining whether the City should accept some or all responsibilities for owning, upgrading, operating or maintaining a privately owned storm or surface water system:

Exhibit 1

The City of Sammamish normally owns and maintains all components of the storm and surface water system located in city-owned rights-of-way and in easements or tracts dedicated to, and accepted by, the City. The City should not acquire, construct or accept additional new or existing storm or surface water system components outside the City-owned right-of-way (through easements, ownership, or other property rights) except when needed for City construction projects, or when all of the following conditions are met:

1. A clear public benefit exists or can be identified, which benefit exceeds the cost to the City;
2. Easement or property for construction, maintenance and operations of the facility is offered by the property owner(s) at no cost to the City;
3. The system meets current City standards or is brought up to current City standards by the owner(s); provided, that the City may choose to provide resources or otherwise to participate in order to accomplish this condition as further detailed below;
4. The City has adequate resources to maintain and operate the system; and
5. If the system component is a detention system, the detention system serves a residential subdivision or short subdivision (rather than a commercial or institutional property).

Section 2. City Council Findings in Support of Policy Direction.

Surface water, which includes surface, storm and ground water for purposes of this City Council direction, impacts properties regardless of land use or ownership. Generally, the City is responsible for managing surface water in public rights-of-way, publicly owned properties, and dedicated easements or other property rights on private property that have been formally accepted by the City for the purpose of managing surface water. Generally, private property owners are responsible for managing surface water on their property. Private drainage conveyance and detention systems are assets for which the City does not have a property interest or responsibility to upgrade, replace, maintain or operate.

All detention systems must be maintained to ensure they function as designed for flow control. Detention system maintenance also benefits water quality when trapped pollutants are removed from the system rather than being flushed downstream during a major storm. The City maintains its facilities through ownership and allocation of maintenance resources. The functionality of private detention facilities is sought through the City's private drainage inspection program. Where practical, and when in the public interest, multi-purpose and regional detention facilities should be encouraged.

The City's historical policy has been to acquire control of system components from newly completed developments or through an approved City capital project. An aggressive program to acquire additional components of the stormwater system (conveyance or detention) is not recommended because:

- Owning and maintaining the stormwater system would not necessarily address the City's water quality and flood control responsibilities because pollutants and runoff originate throughout each drainage basin. Also, most of the primary conveyance systems are streams (riparian corridors), and streams are regulated through local and state laws.

Exhibit 1

- Acquiring all conveyance systems and bringing them up to standard would be high in capital cost and would also result in increased operation and maintenance costs.
- Assuming substandard systems could increase City liability.
- Continuing to work with property owners to ensure maintenance of privately owned detention systems is an objective of the City's stormwater maintenance and inspection program.
- Assuming ownership of private systems is not necessarily equitable to ratepayers.

If the City considers the acquisition, construction or acceptance of additional new or existing private storm or surface water system components, it should carefully weigh the environmental, capital, operations, maintenance and replacement/rehabilitation costs against the benefits such system would provide to the general public or in reducing the costs for the City to meet its NPDES permit conditions and other regulatory requirements, meet the goals in any City-adopted Plan, or to reduce/mitigate risks of damage to public roads or infrastructure. The City should consider proportionately sharing the capital and ongoing maintenance and operational costs with the benefitting private property owners if the aforementioned benefits, from the City's perspective, outweigh the costs for the City to take on all responsibilities. In all cases, the City should be able to identify a public benefit that would accrue as a result of the acquisition of a private storm or surface water system component, and to quantify that public benefit in relationship to the cost of any such acquisition.

The City responds to private property drainage questions, complaints, and issues and attempts to provide a consistent response to private property owners. City staff reviews existing surface water information on and around the property including historical complaints, GIS information, and plat or construction documents. Staff will look to see if publicly maintained facilities are involved or easements present. Site visits may be conducted to meet with the property owner to assess adjacent ROW conditions to determine if public infrastructure or ROW is associated with the private property issue. If the ROW is associated with a private property surface water issue, staff will assess the situation on a case-by-case to determine a course of action.

Sometimes a property owner will want City Staff to assist them with assessing their problem. Staff may provide general assessments (e.g., determining that groundwater seeps are impacting the property or educating the property owner about the local drainage in the neighborhood and how it is potentially affecting their issue). Staff may walk the site with the owner to inspect drainage structures, look for maintenance issues, or look at downspouts to see where they discharge.

After assessing an issue, property owners will often ask Staff to provide a solution to their problem or recommend a course of action. Staff will not direct or recommend any particular action to be taken on private property, and will always advise the owner to consult a private professional if they are not comfortable managing the issues themselves. Staff may also direct property owners to publicly available resources, such as the City's adopted Surface Water Design Manual. Property owners often ask Staff to recommend a contractor to design or conduct work. The City does not provide recommendations to private property owners for any particular company or individual for surface water management services. In short, Staff will provide general

technical assistance to property owners, but it is the responsibility of the private property owner to decide on a course of action, if needed, to address their private drainage issue.

When a private property owner has an issue or dispute arising from a neighboring private property and they want the City to address the issue with the neighboring property or properties and none of which are publicly owned, the City will generally advise the complainant to consult a legal and/or technical professional for assistance. The City may become involved under City code to enforce surface water issues on private property when it involves water quality and critical area (e.g., streams) violations. Otherwise, surface water is considered a “common enemy” to all property owners and some situations may need to be addressed by a court on a case-by-case basis to decide a course of action.

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

**PASSED BY THE CITY COUNCIL AT THEIR REGULAR MEETING
THEREOF ON THE __ DAY OF _____.**

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: October 13, 2016
Passed by the Council:
Resolution No: R2016-_____



Meeting Date: October 18, 2016

Date Submitted: 10/7/2016

Originating Department: Parks and Recreation

Clearances:

- | | | |
|--|--|--|
| <input 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 checked="" type="checkbox"/> Parks & Recreation | |

Subject: Resolution adopting an amended policy for facility rentals at:

- Beaver Lake Lodge and Pavilion Facility Rentals,
- Picnic Shelters Rentals and
- City Hall Facility Rentals.

Action Required: Adoption of resolution.

Exhibits:

1. Resolution
2. Policy 076.01.01 – Beaver Lake Lodge and Pavilion Facility Rentals
3. Policy 076.01.02 – Picnic Shelter Rentals
4. Policy 076.01.04 – City Hall Facility Rentals

Budget: N/A

Summary Statement:

At the September 20, 2016 Council Meeting, the facility rental fees were amended. A few minor changes to the facility rental policies are required to ensure consistency with the new fee schedule.

Background:

In the Facility Rental Fees Agenda Bill, there was a section on Future Policy Considerations that outlines that if the facility rental fees are approved as presented, that we will need to make a few minor changes to the facility rental policies to ensure consistency with the new fee schedule. We are now bringing back these revised policies to Council for consideration.

The policy changes are summarized below:

- Policy 076.01.01 – Beaver Lake Lodge and Pavilion Facility Rentals
 - Strike section 3.10B providing for a resident discount. This no longer applies.
 - Modify section 4.2F to allow residents to reserve space two months in advance of non-residents.
- Policy 076.01.02 – Picnic Shelter Rentals
 - Strike section 3.10B allowing for a resident discount. This no longer applies.
- Policy 076.01.04 – City Hall Facility Rentals

- Repeal the policy as private rentals at City Hall are being discontinued. This does not impact partnership or sponsored use (addressed under another policy) and/or any City events.

Upon adoption, the amended policy will take effect on October 19, 2016.

History:

In 2007, the City Council adopted a policy regarding rentals of all the City's rental facilities. In April 2015, the policy was further amended to incorporate recommendations from the Washington Cities Insurance Authority (WCIA), recommendations from the City Attorney and to address other minor edits.

Financial Impact:

No financial impact.

Recommended Motion:

Approve the resolution adopting an amended policy for the facility rental of the Beaver Lake Lodge and Pavilion, Picnic Shelters and Sammamish City Hall.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING AN AMENDED POLICY FOR
FACILITY RENTALS AT THE BEAVER LAKE LODGE AND
PAVILION, PICNIC SHELTERS AND SAMMAMISH CITY
HALL.**

WHEREAS, the City of Sammamish assumed ownership of Beaver Lake Park on January 1, 2003; and

WHEREAS, the Beaver Lake Lodge and Pavilion facilities within Beaver Lake Park are dedicated for community use and may be reserved for private party use and for non-profit use; and

WHEREAS, a previous policy governing facility rentals at the Beaver Lake Lodge and Pavilion was approved by Resolution 2007-293 and amended by Resolution 2015-632; and

WHEREAS, the City of Sammamish owns and operates a number of public park facilities; and

WHEREAS, many of the City park facilities include picnic shelters that may be reserved for private facility rentals; and

WHEREAS, a previous policy governing facility rentals at picnic shelters was approved by Resolution 2007-294 and amended by Resolution 2015-634; and

WHEREAS, the Sammamish City Hall opened in 2007; and

WHEREAS, City Hall facilities are used primarily to support City business and operations; and

WHEREAS, a previous policy governing facility rentals at City Hall was approved by Resolution 2007-307 and amended by Resolution 2015-631; and

WHEREAS, the City of Sammamish Municipal Code, Chapter 7.12 provides general guidelines for public facility use; and

WHEREAS, the City of Sammamish now desires to update the previously adopted policies.

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

Exhibit 1

Section 1. Policy on Facility Rental, Adopted. The City Council hereby adopts the amended policy for facility rentals at the Beaver Lake Lodge and Pavilion, attached hereto as Attachment “A” and incorporated herein by reference.

Section 2. Policy on Facility Rental, Adopted. The City Council hereby adopts the amended policy for picnic shelter rentals, attached hereto as Attachment “B” and incorporated herein by reference.

Section 3. Policy on Facility Rental, Repeal. The City Council hereby amends by repealing the policy for facility rentals at City Hall, attached hereto as Attachment “C” and incorporated herein by reference.

Section 4. Effective Date. The effective date of these policies shall be October 19, 2016.

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

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Exhibit 1

Filed with the City Clerk: October 13, 2016
Passed by the City Council:
Resolution No.: R2016-_____

Exhibit 1



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: BEAVER LAKE LODGE AND PAVILION FACILITY RENTALS		Department: PARKS
		Number: 076.01.01
Effective Date: 10/19/2016	Supersedes: R2015-657	Approved By: City Council
		Date: 10/18/2016

1.0 PURPOSE

To establish a policy for rental of the Lodge and Pavilion at Beaver Lake Park.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, Monday through Friday, except holidays.

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Dusk: The time that is thirty (30) minutes after sunset. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

Lake: Beaver Lake.

Lodge: The log cabin located at 25101 SE 24th Street in Beaver Lake Park.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Park: Beaver Lake Park.

Pavilion: The open air, wood structure located in Beaver Lake Park between the Lodge and the Lake.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Weekday Rentals: Lodge: Monday through Thursday 8 AM to 10 PM and Friday 8 AM to 5 PM. Pavilion: Monday through Friday 8 AM to Dusk.

Weekend Rentals: Lodge: Friday 5 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM. Pavilion: Saturday and Sunday 8 AM to Dusk.

3.1 POLICY

All Lodge and Pavilion rentals are to be in accordance with the following policies:

3.2 Purpose of Rentals

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

3.3 Right of Refusal

The City reserves the right to limit or deny facility rentals due to staff availability, incompatibility of the rental request with the City's facilities or for other similar reasons.

3.4 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City facilities must follow the same non-discriminatory policy.

3.5 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

3.6 Facility Usage Priority

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-

City sponsored or non-co-sponsored events. The same priority structure applies to facility resources, including tables, chairs and other equipment.

3.7 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney’s fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant’s use of the facility or by the Applicant’s breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City. .

- B. The City is not responsible for the loss, theft or damage to the Applicant’s property.

3.8 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant’s expense.

3.9 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.10 Facility Rental Fees

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City’s website.

3.11 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.

- B. A full refund will be issued for City-initiated cancellations.

3.12 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.13 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.1 PROCEDURE

4.2 Facility Reservations

- A. Scheduling of the Lodge and the Pavilion are done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. The Lodge is subject to availability and may be reserved during the following times:

Monday – Thursday	8 AM – 10 PM
Friday – Saturday	8 AM – Midnight
Sunday	8 AM – 10 PM

- E. The Pavilion is subject to availability and may be reserved during the following times:

Monday – Sunday	8 AM – Dusk
-----------------	-------------
- F. Reservations may be made by residents up to fourteen (14) months in advance for residents and by non-residents up to twelve (12) months in advance.
- G. Rental requests must be made at least fourteen (14) days in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.
- H. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.
- I. The facility is reserved in half hour increments. Weekday Rentals require a two (2) hour minimum reservation. Weekend Rentals require a six (6) hour minimum reservation for both facilities.

Exhibit 2

- J. Reservation requests on City observed holidays are processed at the Weekend Rental rates.
- K. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee. In most cases, requests for ongoing rentals will be approved for no more than six (6) months at a time.
- L. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.3 Payment for Facility Rentals

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

4.4 Damage Deposits

- A. Rental groups that exceed one-hundred (100) people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. If a rental group reserves the Lodge and the Pavilion on the same day, the group is required to pay a single damage deposit at the rate established for the Lodge.
- C. Damage deposits are fully refundable provided the following conditions are met:
 - i. The rented facility is left in a clean and orderly manner.
 - ii. The flooring was not stained or damaged as a result of the rental.
 - iii. The facility was not damaged as a result of the rental.
 - iv. Use of the facility did not exceed the scheduled reservation time.
 - v. All facility equipment is accounted for and not damaged or broken.
 - vi. Additional staff time was not required as part of the rental.
 - vii. All rules/guidelines governing rental use of the City facilities were met.
- D. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- E. Appeals regarding the decision to withhold all or a portion of a damage

deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.5 Rental Cancellations

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than two (2) months' advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.6 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months' advance notice.

4.7 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
 - a. Alcohol will be served;
 - b. The event is open to the public;
 - c. Admission fees will be collected for the event or fees collected for anything provided during the event (*e.g.* fees for goods, food, dues etc.);
 - d. Law enforcement or security will be required; and/or
 - e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.

- C. One (1) month prior to the facility rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:
 - i. Location of activity;
 - ii. Type of proposed activity;
 - iii. If Alcohol is being served, the certificate must include language to indicate that “Liquor Liability is Included;”
 - iv. Separate Endorsement Sheet with additional insured endorsement attached; and,
 - v. Effective date(s) of coverage.

- D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.1 GENERAL REGULATIONS

5.2 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.3 Food and Beverage Service

- A. Food and beverage service is permitted at the Lodge and the Pavilion during all rentals.

- B. Alcohol may be served in the Lodge according to the following regulations:
 - i. Alcohol is prohibited in outdoor areas; including the Park and the Pavilion, except by permission of the Parks and Recreation Director or his/her designee. This provision does not apply to the front porch of the Beaver Lake Lodge.
 - ii. Alcohol service may include beer, wine, and champagne only. Liquor and other alcoholic beverages are prohibited.
 - iii. Beer kegs are permitted, provided the kegs are located in the kitchen.

Exhibit 2

- iv. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit for the duration of the rental. Groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.
- v. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vi. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for any participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- vii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

5.4 Equipment

- A. The City provides a limited amount of equipment for use during rentals. Applicants should consult with the City prior to booking their rental for a list of available equipment.
- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment use inside the Lodge or at the Pavilion is subject to prior approval by the Parks and Recreation Director or his/her designee.
- C. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- D. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items, and early deliveries will not be accepted.
- E. Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

5.5 Minors

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using the Lodge or the Pavilion.

5.6 Maximum Room Capacities

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

5.7 Set-Up

Facility set-up is the responsibility of the Applicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

5.8 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
 - i. All City equipment shall be cleaned and returned to the proper storage location.
 - ii. All decorations and personal items shall be removed from the facility.
 - iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the Applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

5.9 Amplified Sound

- A. Use of amplified sound is permitted inside the Lodge.
- B. Use of amplified sound is not permitted at the Pavilion except by special use permit issued by the Parks and Recreation Director or his/her designee.

5.10 Decorations

- A. Freestanding decorations are permitted.
- B. Pre-set hooks and nails may be used to hang decorations; otherwise, items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.

Exhibit 2

- C. Rice, birdseed, confetti, glitter, and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

5.11 Flammable Materials

- A. Floating candles are permitted in the Lodge. The wick of the candle must be at least four (4) inches below the opening of the candleholder and trimmed to a height of ½” or less. Candles must be floating in water.
- B. The use of all other flammable materials is prohibited inside the Lodge.

5.12 Barbecues

- A. The use of barbecues is restricted to the grass and outdoor areas around the Lodge and/or the Pavilion. Barbecues are not allowed inside the Lodge or inside the covered area of the Pavilion.
- B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except by permission of the Parks and Recreation Director or his/her designee.
- C. It is the responsibility of the rental group to dispose of ashes and briquettes in the coal bin next to the Pavilion.

5.13 Fog and Smoke Machines

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm and may result in immediate evacuation and/or cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

5.14 Tobacco and Related Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in City parks, which includes the Lodge and the Pavilion.

5.15 Animals

- A. Animals are prohibited inside the Lodge. This restriction does not apply to licensed or certified service animals.
- B. Pony rides and other live animal features or demonstrations are prohibited in all areas of the Park.

Adopted: 12/04/07
Amended: 04/21/15
Amended: 12/08/15
Amended: 10/19/16



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: PICNIC SHELTER RENTALS		Department: PARKS
		Number: 076.01.02
Effective Date: 10/19/16	Supersedes: R2015-634	Approved By: City Council
		Date: 10/18/16

1.0 PURPOSE

To establish a policy for rental of the picnic shelters at City of Sammamish parks.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, Monday through Friday, except holidays.

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit-making activities that charge admissions, fees for services, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Dusk: The time that is thirty (30) minutes after sunset. At this time and under good weather conditions, there is enough light for objects to be clearly distinguishable. Outdoor activities without artificial illumination should end at this time. A civil twilight schedule will be used to establish this time of day throughout the year.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Shelter Season: March 1 thru September 30.

3.1 POLICY

All picnic shelter rentals at City of Sammamish parks are to be in accordance with the following policies:

3.2 Purpose of Rentals

Picnic shelters may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. Picnic shelters are not available for commercial use except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

3.3 Right of Refusal

The City reserves the right to limit or deny rental of the picnic shelters due to incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.4 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group reserving picnic shelter facilities must follow the same non-discriminatory policy.

3.5 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

3.6 Facility Usage Priority

City programs and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources and other equipment.

3.7 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- B. The City is not responsible for the loss, theft or damage to the Applicant's property.

3.8 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.9 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.10 Picnic Shelter Rental Fees

A. Picnic shelter rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.

3.11 Cancellation

A. The City reserves the right to close a picnic shelter or cancel a rental at any time due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.

B. A full refund will be issued for City-initiated cancellations.

3.12 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.13 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.1 PROCEDURE

4.2 Facility Reservations

A. Scheduling of the picnic shelters is done through the Parks and Recreation Department located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.

B. An Application for use of the facility must be made by a person eighteen (18) years of age or older.

C. The Applicant must be on site for the entire duration of the rental.

Exhibit 3

D. Picnic shelter rentals are subject to availability and may be reserved during the Shelter Season during the following hours:

Half Day – AM	9 AM to 2 PM
Half Day – PM	3 PM to Dusk
All day	9 AM to Dusk

E. City of Sammamish residents may reserve picnic shelters on or after January 1 for the upcoming Shelter Season. Non-residents may reserve picnic shelters on or after March 1.

F. Reservation requests must be made at least fourteen (14) days in advance of the rental date. Reservation requests received with less notice than previously specified may not be accommodated.

G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and the rental fees have been paid in full.

H. Long-term and ongoing rentals are not permitted.

I. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.3 Payment for Facility Rentals

Picnic shelter reservations require full payment at the time of booking.

4.4 Damage Deposits

A. A damage deposit may be required as deemed necessary by the Parks and Recreation Director or his/her designee.

B. Damage deposits are fully refundable provided the following conditions are met:

- i. The rented picnic shelter is left in a clean and orderly manner.
- ii. The picnic shelter and the other facilities and grounds near the shelter were not damaged as a result of the rental.
- iii. Use of the picnic shelter did not exceed the scheduled reservation time.
- iv. All rules/guidelines governing use of the picnic shelter were met.

C. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the

damage deposit. If necessary, the Applicant will be charged to cover any additional costs incurred by the City as a result of the rental.

- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.5 Rental Cancellations

- A. Rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.
- B. Cancellations made with less than one (1) month advance notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees or twenty-five dollars (\$25), whichever is greater.
- C. Cancellations made with less than two (2) weeks advance notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.6 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to availability.
- B. Additional rental time must be paid for in full at the time the request for additional time is made.

4.7 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required for picnic shelter rentals that are open to the public or for other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month prior to the rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the Certificate of Insurance:
 - i. Location of activity/rental;

- ii. Type of proposed activity;
- iii. Separate Endorsement Sheet, including a copy of the additional insured endorsement; and
- iv. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.1 GENERAL REGULATIONS

5.2 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish park area, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.3 Alcohol Prohibited

Alcohol is prohibited in all City parks, which includes all picnic shelters.

5.4 Tobacco and Related Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited in all City parks, which includes all picnic shelters.

5.3 Amplified Sound

Use of amplified sounds is prohibited, except by contract or by special use permit issued by the Parks and Recreation Director of his/her designee.

5.4 Prohibited Equipment

Dunk tanks, trackless trains, inflatable toys and other similar equipment, rides or features are prohibited.

5.5 Barbecues

- A. The use of barbecues is restricted to the outdoor areas immediately adjacent to the picnic shelters. .
- B. Residential, kettle-style, or propane-style barbecues are allowed. Commercial-style or large pit barbecues are not allowed, except when advance approval of the Parks and Recreation Director or his/her designee is obtained.

Exhibit 3

- C. It is the responsibility of the Applicant to dispose of ashes and briquettes in a designated coal bin.

5.6 Animals

Pony rides and other live animal features or demonstrations are prohibited.

5.7 Clean-Up

- A. At the conclusion of the picnic shelter rental, the Applicant is responsible for cleaning the picnic shelter and the surrounding area according to the following:

- i. All decorations and personal items shall be removed from the facility.
- ii. All garbage shall be bagged and deposited in an appropriate garbage receptacle.

- B. Any cleaning and/or repairs that require staff time and materials may be charged to the Applicant.

Adopted: 12/04/07
Amended: 04/21/15
Amended: 10/19/16

Exhibit 3



CITY OF SAMMAMISH POLICIES AND PROCEDURES

Subject: REPEAL - CITY HALL FACILITY RENTALS			Department: PARKS
			Number: 076.01.04
Effective Date: 05/01/15	Supersedes: R2007-307	Approved By: City Council	Date: 04/21/15

1.0 PURPOSE

To establish a policy for facility rentals at Sammamish City Hall.

2.0 DEFINITIONS

Applicant: Refers to individuals or groups reserving a facility and completing a facility usage/rental application.

Business Hours: 8:30 AM to 5 PM, Monday through Friday, except holidays.

City Hall: Building located at Sammamish Commons at 801 - 228th Avenue SE.

City Co-Sponsored: City provides funding or in-kind services in the support of a program, activity, special event or meeting.

City Sponsored: City funded, operated and managed programs, activities, special events or meetings.

Commercial: Individuals, groups or businesses engaged in profit making activities that charge admissions, class fees, sell tickets, food or other items, solicit funds or donations, offer other money-making activities or promote a commercial business.

Long-Term Rentals: Rentals that book a consistent day and time for three (3) or more consecutive months.

Resident: Individuals whose primary residential or business address is within the City limits of the City of Sammamish.

Sammamish Commons: City owned property located at 228th Ave SE and SE 8th.

Weekday Rentals: Monday through Friday 8:30 AM to 4 PM.

Weekend Rentals: Friday 6 PM to midnight; Saturday 8 AM to midnight; and Sunday 8 AM to 10 PM.

3.1 POLICY

All Sammamish City Hall facility rentals are to be in accordance with the following policies:

3.2 Purpose of Rentals

City facilities may be reserved for civic, non-profit/not-for-profit, recreational and non-commercial purposes. City facilities may not be used for commercial purposes except by concession contract or by special use permit issued by the Parks and Recreation Director or his/her designee.

3.3 Facilities Available for Private Rentals

The Council Chambers room is available for private facility rentals.

3.4 Right of Refusal

The City reserves the right to limit or deny rental of City facilities due to staff availability, incompatibility of the rental request with the City's facilities, or for other similar reasons.

3.5 Non-Discrimination

The City does not discriminate on the basis of race, creed, color, national origin, religion, gender, marital status, age, sexual orientation, political affiliation, or sensory, mental or physical disability or any other unlawful basis. Any persons or group using City Hall facilities must follow the same non-discriminatory policy.

3.6 Non-Endorsement

Permission to use City facilities does not constitute an endorsement of an Applicant's philosophies, policies, beliefs, mission or purpose.

3.7 Facility Usage Priority

City meetings, hearings, programs, and activities take precedence over all other facility usage requests. City sponsored or co-sponsored public meetings, public events, public activities and organizations that have a contractual relationship with the City take precedence over non-City sponsored or non-City co-sponsored events. The same priority structure applies to facility resources, including tables, chairs, and other equipment.

3.8 Liability

- A. The Applicant agrees to defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities, including costs or attorney's fees, to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from,

resulting from or connected with the Applicant's use of the facility or by the Applicant's breach of the rental agreement, except for such injury or damage as shall have been occasioned by the sole negligence of the City.

- B. The City is not responsible for the loss, theft or damage to the Applicant's property.

3.9 Security

The City reserves the right to require and establish ratios of security personnel and/or adult supervision to monitor the safety and welfare of the attendees of any function at City facilities at the Applicant's expense.

3.10 Special Conditions

The City reserves the right to add requirements or restrictions, including but not limited to the payment of an additional damage deposit as a condition of the rental.

3.11 Facility Rental Fees

- A. Facility rental fees are established by the City Council. Rental fees are generally reviewed on an annual basis and adjusted using a comparative rental fee study. Facility rental fees are subject to change without notice. A copy of the current fee schedule is available at City Hall and on the City's website.
- B. Resident and non-resident fees may be established for certain City facilities. Applicants must provide proof of residency to qualify for the resident rate.

3.12 Cancellation

- A. The City reserves the right to close a facility or cancel a rental at anytime due to an emergency, severe weather, situations that may result in facility damage or personal injury or for any other reason deemed necessary by the Parks and Recreation Director or his/her designee.
- B. A full refund will be issued for City-initiated cancellations.

3.13 Policy Violation

Violation of these policies may result in the immediate termination of the rental or the usage agreement with or without a refund.

3.14 Policy Interpretation

The City Manager or his/her designee shall make any necessary interpretations of this policy, and such interpretations shall be final and binding.

4.1 PROCEDURE

4.2 Facility Reservations

- A. Scheduling of City Hall facilities is done through the Parks and Recreation Department, located at City Hall. Rental applications are accepted on a first-come, first-served basis, during business hours only.
- B. An application for use of the facility must be made by a person eighteen (18) years of age or older.
- C. The Applicant must be on site for the entire duration of the rental.
- D. Rental requests are subject to availability and rooms may be reserved during the following times:

Monday – Thursday	8 AM – 4 PM
Friday	8:30 AM – Midnight
Saturday	8 AM – Midnight
Sunday	8 AM – 10 PM
- E. Reservations may be made up to two (2) weeks in advance for weekday rentals and up to twelve (12) months in advance for weekend rentals.
- F. A minimum of fourteen (14) days advance notice is required for all reservation requests. Reservation requests received with less notice than previously specified may not be accommodated.
- G. The City does not “hold” rental dates. Reservations are confirmed and the rental date and time are secured after the rental application has been approved and fifty percent (50%) of the rental fees have been paid. If the down payment is not received within two (2) weeks of booking the event, the event will be cancelled.
- H. The facility is reserved in half hour increments. Weekday rentals require a two (2) hour minimum reservation. Weekend rentals require a six (6) hour minimum reservation.
- I. City Hall facilities are not available for rental during City recognized holidays.
- J. Long-term and ongoing rentals require approval by the Parks and Recreation Director or his/her designee and are limited to weekends only. In most cases requests for an ongoing rental will be approved for no more than three (3) months at a time.

- K. All reservation requests are subject to review and approval by the Parks and Recreation Director or his/her designee.

4.3 Payment for Facility Rentals

Fifty percent (50%) of the rental fees are due at the time of booking. The balance and the damage deposit are due two (2) months in advance of the reservation.

4.4 Damage Deposits

- A. Rental groups that exceed one hundred (100) people and/or groups serving food and/or beverages during the facility rental are required to pay the damage deposit.
- B. Damage deposits are fully refundable provided the following conditions are met:
- i. The rented facility is left in a clean and orderly manner.
 - ii. The carpet/flooring was not stained or damaged as a result of the rental.
 - iii. The facility was not damaged as a result of the rental.
 - iv. Use of the facility did not exceed the scheduled reservation time.
 - v. All facility equipment is accounted for and not damaged or broken.
 - vi. Additional staff time was not required as part of the rental.
 - vii. All rules/guidelines governing rental use of the facilities were met.
- C. If all conditions are met to the satisfaction of the City, a refund will be processed within six (6) weeks of the rental date. If the conditions are not met to the satisfaction of the City, an appropriate fee will be deducted from the damage deposit. If necessary, rental groups will be charged to cover any additional costs incurred by the City as a result of the rental.
- D. Appeals regarding the decision to withhold all or a portion of a damage deposit shall be directed to the Parks and Recreation Director or his/her designee.

4.5 Rental Cancellations

- A. Weekend rental cancellations will result in a non-refundable cancellation fee of twenty percent (20%) of the rental fees, regardless of the amount of notice given.

- B. Weekend rental cancellations made with less than a two (2) month notice will result in a non-refundable cancellation fee of fifty percent (50%) of the rental fees.
- C. Cancellations made with less than two (2) weeks' notice will not be refunded.
- D. Appeals regarding the application of a cancellation fee shall be directed to the Parks and Recreation Director or his/her designee.

4.6 Rental Date and Time Changes

- A. All facility rental date and time change requests are subject to staff and facility availability.
- B. Additional rental time must be paid for in full when the request for additional time is made.
- C. Refunds will not be issued for a reduction in rental hours if the request is received with less than two (2) months notice.

4.7 Insurance Requirements

- A. Liability insurance naming the City of Sammamish as an additional insured is required when any of the following apply:
 - a. Alcohol will be served;
 - b. The event is open to the public;
 - c. Admission fees will be collected for the event or fees collected for anything provided during the event (*e.g.* fees for goods, food, dues etc.);
 - d. Law enforcement or security will be required; and/or
 - e. For other reasons as deemed necessary by the Parks and Recreation Director or his/her designee.
- B. Applicants required to obtain insurance shall provide proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00), two million dollars (\$2,000,000) general aggregate. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured.
- C. One (1) month prior to the facility rental, the Applicant shall submit a copy of the Certificate of Insurance to the City as evidence of acceptable insurance coverage. The following items shall be included on the certificate of insurance:

- i. Location of activity;
- ii. Type of proposed activity;
- iii. If Alcohol is being served, the certificate must include language to indicate that “Liquor Liability is Included;”
- iv. Separate Endorsement Sheet with additional insured endorsement attached; and
- v. Effective date(s) of coverage.

D. Insurance may be available through the Washington Cities Insurance Authority (WCIA) website under the Tenant User Liability Insurance Program (TULIP).

5.1 GENERAL REGULATIONS

5.2 Solicitation and Sale of Goods

The solicitation or sale of goods, services, wares, merchandise, liquids, or edibles for human consumption, or the distribution or posting of any handbills, circulars, or signs is prohibited in any City of Sammamish facility or park, except by concession contract or by special use permit issued by the Parks and Recreation Department.

5.3 Food and Beverage Service

- A. Food and beverage service is permitted at City Hall. Food and beverage service is allowed in the City Hall lobby area during weekend rentals only.
- B. Kitchen and food preparation areas at City Hall are not available for use by facility rental groups.
- C. Alcohol may be served at City Hall facilities according to the following regulations:
 - i. Alcohol may be served during weekend rentals only and is restricted to the Council Chambers and the City Hall lobby.
 - ii. Alcohol is prohibited in outdoor areas; including the Plaza and all areas of the Sammamish Commons, except by permission of the Parks and Recreation Director or his/her designee.
 - iii. Alcohol service may include beer, wine and champagne only. Liquor and other alcoholic beverages are prohibited.

- iv. Beer kegs are prohibited at City Hall.
- v. Private invitation-only banquets or gatherings are required to obtain and display a Washington State Banquet Permit for the duration of the rental. Non-profit groups planning to sell alcohol during their event must obtain and display a Special Occasion License for the duration of the rental. Banquet Permits of Special Occasion licenses may be purchased online from the Washington State Liquor Control Board. A copy of the appropriate permit must be received by the City of Sammamish at least one (1) month prior to the rental. It is the sole responsibility of the Applicant to obtain and post the permit.
- vi. Alcohol service shall conclude at least one (1) hour prior to the end of the rental reservation.
- vii. The Applicant is responsible for the conduct and behavior of the participants and guests involved in the rental activity. Legal responsibility for any participant's consumption of alcohol during the rental activity, whether invited or not, rests with the Applicant.
- viii. Alcohol service that has not been approved by the City, or that has not met the above conditions, may result in immediate cancellation of the rental, forfeiture of the damage deposit, and/or additional fees.

5.4 Equipment Usage

- A. The City provides a limited amount of equipment for use during rentals. Rental groups should consult with the City prior to booking their rental for a list of available equipment.
- B. Rental groups may elect to bring in additional equipment for use during their rental. Equipment usage inside Council Chambers is subject to approval by the City.
- C. The PowerPoint projector is available for use by rental groups. Groups must provide their own computer.
- D. The video equipment, the dais and the computer system in the Council Chambers are not available for use by rental groups.
- E. Users of the facility shall be responsible for providing all materials, supplies, and decorations to be used in conjunction with the rental.
- F. Delivery of equipment or other items for a rental must occur during the scheduled rental time. City staff will not sign for delivery items and early deliveries will not be accepted.

5.5 Minors

Groups composed of minors shall be supervised by adults (18 years of age or older) at all times while using City Hall facilities.

5.6 Maximum Room Capacities

Maximum room capacities are designated by the City in cooperation with Eastside Fire and Rescue. Rentals that exceed approved capacities may be cancelled immediately, and the entire damage deposit may be withheld and additional fees may apply.

5.7 Set-Up

Room set-up is the responsibility of the Applicant. Set-up time must be included in the time period covered by the rental reservation. Rental groups will not be allowed early access to the facility.

5.8 Clean-Up

- A. At the conclusion of the rental, all personal items must be removed from City facilities. Rental groups are not allowed to store items in City facilities.
- B. The rental group is responsible for cleaning the facility. City staff will provide cleaning equipment, supplies and assistance as necessary. A staff person will conduct a post-event inspection at the conclusion of the event. The following items must be addressed to avoid additional charges:
 - i. All City equipment shall be cleaned and returned to the proper storage location.
 - ii. All decorations and personal items shall be removed from the facility.
 - iii. All garbage cans shall be emptied and re-lined. Garbage shall be deposited in the outdoor garbage receptacle.
- C. Any cleaning and/or repairs that require staff time and materials will be deducted from the damage deposit and/or charged to the rental group.
- D. If a rental exceeds the time reserved, the applicant will be charged for the additional time and/or it may be deducted from the damage deposit.

5.9 Amplified Sound

- A. Use of amplified sound is permitted inside the Council Chambers during weekend rentals only.
- B. Use of amplified sound is not permitted in the Sammamish Commons Park except by special use permit issued by the Parks and Recreation Director or his/her designee.

5.10 Decorations

- A. Freestanding decorations are permitted.
- B. Items may not be affixed to the ceiling, doors, columns, walls, light fixtures, or windows.
- C. Rice, birdseed, confetti, glitter and dance wax are prohibited.
- D. Damage resulting from the use of hooks, nails, push pins, staples, tape, or other adhesives will result in the loss of all or a portion of the damage deposit and may result in additional charges.

5.11 Flammable Materials

The use of flammable materials is prohibited inside City Hall.

5.12 Fog and Smoke Machines

Fog and smoke machines are prohibited. Use of these machines may activate the fire alarm and may result in immediate evacuation and/or cancellation of the rental, loss of all or a portion of the damage deposit and may result in additional charges.

5.13 Tobacco Products Prohibited

Tobacco products, vaporizers, electric cigarettes, cigars, pipes of any kind, including but not limited to hookah pipes, chewing tobacco, and other related products are prohibited inside City Hall.

5.14 Animals

Animals are prohibited inside City Hall. This restriction does not apply to licensed or certified service animals.

Adopted: 12/18/07

Amended: 4/21/15

Repealed: 10/19/16



Meeting Date: October 18, 2016

Date Submitted: 10/10/2016

Originating Department: Admin Services

Clearances:

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

Subject: Approval: 2017-2018 Human Service Grants

Action Required: Approve grant recommendations as submitted by the Health & Human Services Committee

Exhibits:

1. Task Force Recommendations
2. Grant Recommendations – Alphabetical
3. Grant Recommendations – By Service Area

Budget: \$240,000 for year 2017 and 2018 (001-050-559-20-41-00)

Summary Statement: The Health & Human Services Committee is submitting the attached 2017/2018 proposed Human Services Grants, as recommended by the Health & Human Services Task Force. The grant awards will be contingent on the approval of the 2017/2018 proposed budget.

Background: The City of Sammamish has been providing Human Service grants since 2001. Over time the budget and program have grown. For this grant cycle, Council wanted to expand the grant award process to include members of the public in an effort bring additional expertise and perspective to the process. A seven-member Task Force was formed. The Task Force members represented or were involved the following areas: faith-based organizations, schools, human services providers, health care, and the community at-large. The Task Force has reviewed the 2017/2018 grant applications and is making grant funding recommendations for the City Council to consider.

The following exhibits summarize the task force's work and recommendations:

- Exhibit 1 outlines the Task Force's process for reviewing the grants, as well as recommendations for moving forward.
- Exhibit 2 shows the grant recommendations in an alphabetical order by provider or program name.
- Exhibit 3 groups the grants into service areas.

Financial Impact: The financial impact for both 2017 and 2018 will be \$239,670, which is within the proposed budget amount of \$240,000.

Recommended Motion: Approve the 2017/2018 Health & Human Services grants as recommended by the Health & Human Services Committee and Task Force.



801 228th Avenue SE • _Sammamish, WA 98075 • _Phone: 425-295-0500 • _Fax: 425-295-0600 • _Web: www.sammamish.us

September 23, 2016

Healthy and Human Services Committee
City of Sammamish

RE: HEALTH & HUMAN SERVICES GRANT RECOMMENDATIONS FOR 2017-2018

On behalf of the Human Services Task Force, we are pleased to provide you with the final recommendations for the City's human services grants for 2017-2018.

As background and reference, you will find the following documents attached:

- (1) 2017-2018 Grant Funding Recommendation Report
- (2) HS Task Force Continuous Improvement Report
- (3) HS Funding Recommendations
- (4) Minutes from Task Force Meetings

Task Force members will be participating in the meeting of the Health and Human Services Committee on October 5th to answer any further questions you may have regarding this submission.

We look forward to seeing you on the 5th.

Pat Castillo
Co-Chair

Tom Elhers
Co-Chair

CC: HS Task Force
City Clerk
Community Service Coordinator

Exhibit 1



**City of Sammamish
Human Services Task Force**

2017-2018 Grant Funding Recommendations

Task Force Members: Joyce Bottenberg, Pat Castillo, Jane Dulski, Tom Elhers, Nancy Johnson, CJ Kahler, Larry Wright

City Staff: Melonie Anderson, Allison Gubata

Background:

Members of the Human Services Task Force were each appointed by one Council member of the City to participate in a two-part process. The first process saw the Task Force members review grants submitted to City of Sammamish through the Human Services Funding Collaborative – an alliance of cities in the East, North and South King County. This bi-annual funding cycle saw fifty-four (54) grants submitted to the City for consideration. One (1) grant was submitted passed the deadline however and the Task Force members voted that this should not be included in the process and one agency requested that their grant be withdrawn- leaving a total of fifty-two (52) grants to be scored.

Timeline:

The Task Force met on four occasions: A first kick-off meeting on Wednesday July 6th (see minutes) with a second follow-up meeting held Monday July 18th. A small subcommittee was formed to work on revising the granting scorecard. For those members who could attend, a third meeting was organized to review and comment on the final draft version of the scorecard on Friday August 12th. The scorecard, with final instructions, was emailed to each team member. The Task Force was reconvened on Tuesday August 30th to review grants and make final recommendations (minutes attached).

Review Teams:

In an effort to manage analysis of the grants and the workload being undertaken in a short amount of time, it was decided that the seven (7) Task Force members would be split into 3 teams with the following topics: (I) Community Support - 21 grants (II) Food & Medical- 15 grants, and (III) Education/Safe Haven - 16 grants. Each Task Force member individually reviewed the fifty-two (52) grants. Each of the 3 teams then met separately to review and rank order the grants under their specific category using the newly developed Scorecard. The 3 teams then forwarded their final ranked order listing to the Chair who prepared a spreadsheet with the final recommendation points (in order of highest to lowest scores), which was referenced during the grant review meeting. The meeting progressed by each team reviewing their recommendations with the entire Task Force.

Process Outcome:

- (I) **Scorecard** – A final scorecard was developed with a point system that helped to easily assess the following: (i) Needs Assessment – 20 points (ii) Sammamish-Focused – 20 points, (iii) Coordination across Service Systems – 5 points, (iv) Projected Outcome – 45 points, and (v) Budget Management

Exhibit 1

– 10 points. The Scorecard was put on an Excel spreadsheet, which made it an excellent, accessible tool to grade and calculate final scoring. With a few more additional revisions and refinements, this is a tool that is being recommended to share with other cities as a model for their Commissions to use to grade grants in the next grant cycle (See attached sample scorecard).

(II) **Guiding Principles** - To help set a format for the Task Force during its final deliberations, it was decided a set of Guiding Principles would be developed. The Task Force agreed on the following:

(1) The Task Force agreed that there would be \$10,000 threshold of funding for all grants -in line with the direction given by the HS Committee and city staff. Although all grantees were asked by all the cities to indicate and request the "true cost" of the program they were applying, for this cycle, the Task Force should stay with this threshold for all City of Sammamish grants.

(2) For each agency submitting multiple grant requests, the threshold will remain at a total of \$10,000.

(3) Whatever the funding level requested (\$10,000 or less), the Task Force team/member had the prerogative to recommend funding less than what the agency had requested.

(4) As the City does not have a Community Needs Assessment at this time or stated philosophy of how to distribute the proposed funding (i.e., priority of needs within the community), the Task Force agreed to assess each grant utilizing a Scorecard (based on a 100-point score) developed and approved by the Task Force team.

(5) Any grants scoring 30 points or lower would not be considered for funding

(III) **Final HS Task Force Recommendation Process:**

The Task Force was informed that the City funding available for the two-year cycle was \$240,000 (per year). Total Funding Requested through grant submissions was \$327,234 leaving the Task Force to reduce requests by \$87,234 to hit the spending limits. Through a number of methods e.g., cutting requests larger than \$10,000, not funding 1 -2 grants at or lower than 30 points, etc., the Task Force was able to rank order and assign funding that met this overall goal.



HUMAN SERVICES TASK FORCE
Continuous Improvement Recommendation Report
Wednesday September 14th, 2016

STRENGTHS:

- Creation of a “Grant Scorecard” which streamlined and fairly evaluated grants; this is a product that could be shared with other cities as a possible model
- Division of seven (7) Task Force members into 3 teams to review identified categories more in-depth
- City staff (Melonie-City Clerk!) provided excellent support through her historical experience working through the grant process, providing guidance for the group as requested yet allowing the group to find its own way
- Task Force members were knowledgeable, experienced and broad-based, allowing for the group to quickly “gel,” get to work and produce results
- Timeframes were tight but were met
- All the basic information needed was available e.g., grant listing, ShareOne

OPPORTUNITIES:

- Creation of the mission/vision for human services for the City of Sammamish leading to the creation of the city’s funding philosophy
- For 2017-2018 fiscal year, fund a comprehensive Health & Human Services Needs Assessment for the City of Sammamish; Completion of further need assessments could be determined on factors such as changing demographics, city/regional growth, etc.
- “Focus-driven” grant process based on mission and funding philosophy e.g., provide fewer grants to optimize impact (*Key Question:* Does the city provide funds that either go “wide and thin” - possibly less impactful or “short and deep” - possibly more impactful)
- “Regionally driven” vs. “local/individual city needs driven” i.e., common areas of need on the Eastside are addressed together with other cities e.g., conducting one needs assessment for the Eastside, identified needed services are supported across the region; there are “no boundaries” when it comes to human services; Build stronger linkages with other cities
- Seek out agencies that address the needs of the community versus “random” applicants
- Consider lifting cap of \$10,000 for each grant and/or agency
- Seek out comparison of per capital funding across the region; Develop and incorporate a new formula
- Focused outreach to the community and community agencies about city’s mission/vision/funding philosophy
- Opportunity to know more about what agencies/organizations are doing
- Continuous improvement of Grant Scorecard
- Develop a customized format (Grant Checklist?) that all grants must be prescreened by city staff against/completed before giving over to grant reviewers; Checklist could include: Budget Request (top of the page), Summary of multiple funding requests by individual agencies, most recent IRS Form 990 page 1 provided, 501 (c) (3) status confirmed, etc.

Exhibit 1



Minutes
HUMAN SERVICES TASK FORCE
Room 129, Sammamish City Hall
August 30, 2016
1:00 – 4:00 pm

Members Attending: Pat Castillo – Co Chair
Tom Ehlers – Co Chair
Joyce Bottenberg
Jane Dulski
Nancy Johnson
CJ Kahler
Melonie Anderson – Staff Liaison

Members agreed to the following guiding principles for deciding the grants:

(1) Per the specific direction of the Health and Human Services Committee, there will be \$10,000 threshold of funding for all grants. We have confirmed with Melonie that although all grantees were asked by all the cities to request the "true cost" of their programs, for this cycle, we should stay with this threshold for all City of Sammamish grants.

(2) For each agency submitting multiple grant requests, the threshold will remain at a total of \$10,000

(3) As the City does not have a Community Needs Assessment at this time or stated philosophy of how to distribute the proposed funding (i.e. priority of needs within the community), the Task Force will assess each grant utilizing a Scorecard developed by the team. The Scorecard is based on a 100-point scale and is divided into the following sections: Need Assessment, Sammamish-focus, Coordination Across Service Systems, Projected Outcome and Budget Management.

(4) Any grants scoring 30 points or lower will not be considered for funding

(5) The current identified funding appropriation for distribution is \$240,000. The breakdown of funding requests follow:

Area of Support	Grant \$ Requested	% of Total	\$ Cut Needed to hit spend limit
Community Support	\$153,875	47%	\$41,020
Education	\$41,243	13%	\$10,995
Food	\$18,088	6%	\$4,822

Exhibit 1



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Medical	\$81,789	25%	\$21,803
Safe Haven	\$32,239	10%	\$8,594
Total Funds Requested	\$327,234	100%	\$87,234

Sammamish \$ Available	\$240,000	Spending Limit
Deficit vs. Requests	\$87,234	\$ Reduction needed to hit spending limit
	26.7%	% Reduction needed to hit spending limit

To reduce grants by this \$87,234 amount, it is recommended that each Team is prepared to discuss how they will reduce the funding of grants. The column above labeled '\$ Cut Needed to hit spend limit' identifies how much each area would need to reduce to allow us to stay within the \$240K if we decided to simply 'straight-line' the needed reductions.

For the grant review three teams were formed and each team reviewed applications in depth for their respective applications. At this meeting, the teams gave an overview of their process and presented their recommendations. Then the group as a whole reviewed and evaluated the recommendations. These recommendations will be reviewed and Pat and Tom will write a short report, to be presented to the Health & Human Services Committee on October 5th. In the meantime, the members of the Task Force were encouraged to review the recommended changes, and forward any suggested changes on to Pat or Tom no later than September 15, 2016.

The Task Force will meet jointly with the Health & Human Services Committee on October 5, 2016 to present the final recommendations, which will be forwarded on for Council approval on October 18, 2016. The Task Force may also make some additional recommendations to the Committee at the joint meeting.

Next Meeting: September 14, 2016 1:00 – 3:00 pm.



Minutes
HUMAN SERVICES TASK FORCE
Plateau Room (129) – City of Sammamish
Wednesday September 14th, 2016
1:00 – 3:00 p.m.

Welcome & Goals for this Meeting

Members Attending: Pat Castillo – Co Chair
Tom Elhers – Co Chair
Joyce Bottenberg
Jane Dulski
Nancy Johnson
CJ Kahler
Larry Wright
Melonie Anderson – Staff Liaison

Minutes for August 20, 2016 were reviewed and approved with recommended changes.

Review of Final Grant Recommendations: The group did one last review of the grant recommendations and asked for any revisions or recommendations. While there was some discussion of several of the applicants, no changes were made to the original recommendations.

Submission of Report – September 15th, 2016: The Task Force decided that there was too much work to do on the final report to be ready by September 15, so the date was changed to September 23, 2016. This will still allow plenty of time for review and submittal to the Health and Human Services Committee before the October 4, 2016 joint meeting. The submittal will include the recommended grants for 2017/2018, a cover sheet, that will explain the process, a report of the successes and opportunities with the current grant review process and suggestions for on-going continuous improvements.

Discussion & Action Items: Discussion followed regarding the information to be submitted in the transmittal packet.

HS Meeting September 7th, 2016: Member in attendance at this meeting gave an update to those who were not.

Review of Resolution and Proposed Duties: The duties outlined in the resolution adopted by Council were reviewed. There was a discussion of “Next Steps” now that the grant recommendations are completed. The Task Force decided to wait for the joint meeting with the Health and Human Services Task Force before deciding what the work plan will be going forward.

Next Meeting Date & Location: October 4, 2016

Exhibit 1

2017-2018 HUMAN SERVICE GRANT RECOMMENDATIONS

Alphabetical

Service Provider	Request	Recommen	+/(-)
ANEW	\$7,500	\$5,000	-\$2,500
Assist League - Operation School Bell	\$3,000	\$3,000	\$0
Athletes For Kids - Mentor specials needs kids	\$10,000	\$10,000	\$0
AtWork! - DD Hire Community Liaison	\$3,500	\$3,500	\$0
Birthday Dreams - Homeless Child	\$2,060	\$0	-\$2,060
Bridge Ministries	\$15,000	\$6,000	-\$9,000
CCR - Child Care Resources	\$1,343	\$1,343	\$0
CCS - East Wint Shelt for Families	\$5,000	\$5,000	\$0
CCS - New Bethlehem Day Center- Fam	\$5,000	\$2,500	-\$2,500
CFH - Eastside Winter Shelter Men	\$3,000	\$3,000	\$0
CFH - Housing (SEE HOUSING & SHELTER)	\$1,612	\$1,000	-\$612
CFH -Housing & Shelter	\$2,127	\$1,500	-\$627
Crisis Clinic - Crisis Line 24 hr	\$4,000	\$4,000	\$0
Crisis Clinic - King County 211 Help	\$5,000	\$2,000	-\$3,000
Crisis Clinic - Teen Link	\$5,500	\$4,000	-\$1,500
Cultural Navigator Program	\$1,269	\$1,300	\$31
East. Legal Asst P - Legal Services	\$5,402	\$5,400	-\$2
Eastside Baby Corner	\$6,088	\$6,088	\$0
Eastside Friends of Seniors	\$10,000	\$10,000	\$0
Elder and Adult Day Services	\$9,592	\$6,000	-\$3,592
Encompass	\$7,000	\$7,000	\$0
FOY - Healthy Start- Age 0 to 3	\$1,000	\$1,000	\$0
FOY -The Landing Shelter	\$1,500	\$1,500	\$0
Friends of Youth- Family Services	\$7,500	\$7,500	\$0
Haborview Sexual Assault/Tra Stress Services	\$9,000	\$9,000	\$0
Health Point - Dental	\$4,000	\$4,000	\$0
Health Point - Medical	\$6,000	\$6,000	\$0
HERO House: Self Recovery	\$3,000	\$1,500	-\$1,500
Hopelink - Adult Education	\$6,000	\$2,000	-\$4,000
Hopelink - Emerg Svc Financial Assist	\$5,000	\$3,000	-\$2,000
Hopelink - Emergency Food	\$5,000	\$5,000	\$0
Imagine Housing -Highland Gardens-LI	\$10,000	\$10,000	\$0
India Assoc. W. WA -Indian Nationality	\$23,048	\$3,000	-\$20,048
Issaq Food & Cloth - Case Management	\$2,500	\$2,500	\$0
Issaquah Community Services	\$3,000	\$3,000	\$0
Issaquah Food and Clothling Bank-C	\$5,000	\$5,000	\$0
Issaquah Schools Foundation - VOICE	\$10,000	\$8,500	-\$1,500
Kinderling - Develop. Disabilities 0-6 age	\$10,400	\$9,000	-\$1,400
King County Sexual Assault Resource Center	\$5,039	\$5,039	\$0
Lake Washington Schools Foundation - Link?	\$10,000	\$8,500	-\$1,500
Life Enrichment Options	\$3,000	\$3,000	\$0
Lifewire - Domestic Violence	\$30,129	\$10,000	-\$20,129
National Alliance for the Mentally Ill Eastside	\$3,000	\$3,000	\$0
Old Friends Club-Dementia Assist.	\$12,375	\$0	-\$12,375

2017-2018 HUMAN SERVICE GRANT RECOMMENDATIONS**Alphabetical**

Providence Marianwood	\$10,000	\$8,500	-\$1,500
Sophia -East Wint/Women/Fam Shelter	\$1,000	\$1,000	\$0
Sophia Way -Women Place Shelter	\$3,000	\$3,000	\$0
Sound Generations - Meals on Wheels	\$2,000	\$2,000	\$0
St Vincent de Paul - MPQ	\$10,000	\$10,000	\$0
Thereutic Health Services	\$5,250	\$4,000	-\$1,250
WA Poison Center - Emergency Services	\$2,500	\$2,500	\$0
Youth Eastside Services	\$10,000	\$10,000	\$0
TOTAL	\$332,234	\$239,670	\$92,564

2017-2018 HEALTH HUMAN SERVICES GRANT RECOMMENDATIONS

By Service Area

Food & Medical Providers	Requested	Team Recommendation	+/(-)
Hopelink - Emergency Food	\$5,000	\$5,000	\$0
Eastside Baby Corner	\$6,088	\$6,088	\$0
Issaquah Food and Clothing Bank-C	\$5,000	\$5,000	\$0
Sound Generations - Meals on Wheels	\$2,000	\$2,000	\$0
King County Sexual Assault Resource Center	\$5,039	\$5,039	\$0
Youth Eastside Services	\$10,000	\$10,000	\$0
Health Point - Medical	\$6,000	\$6,000	\$0
Friends of Youth- Family Services	\$7,500	\$7,500	\$0
Providence Marianwood	\$10,000	\$8,500	-\$1,500
Health Point - Dental	\$4,000	\$4,000	\$0
Encompass	\$7,000	\$7,000	\$0
Haborview Sexual Assault/Tra Stress Services	\$9,000	\$9,000	\$0
National Alliance for the Mentally Ill Eastside	\$3,000	\$3,000	\$0
Thereutic Health Services	\$5,250	\$4,000	-\$1,250
Bridge Ministries	\$15,000	\$6,000	-\$9,000
SUB TOTAL		\$88,127	-\$11,750

Community Support Providers	Requested	Team Recommendation	+/(-)
Lifewire - Domestic Violence	\$30,129	\$10,000	-\$20,129
WA Poison Center - Emergency Services	\$2,500	\$2,500	\$0
Crisis Clinic - Teen Link	\$5,500	\$4,000	-\$1,500
St Vincent de Paul - MPQ	\$10,000	\$10,000	\$0
Crisis Clinic - Crisis Line 24 hr	\$4,000	\$4,000	\$0
Eastside Friends of Seniors	\$10,000	\$10,000	\$0
Issaq Food & Cloth - Case Management	\$2,500	\$2,500	\$0
Issaquah Community Services	\$3,000	\$3,000	\$0
East. Legal Asst P - Legal Services	\$5,402	\$5,400	-\$2
Crisis Clinic - King County 211 Help	\$5,000	\$2,000	-\$3,000
AtWork! - DD Hire Community Liaison	\$3,500	\$3,500	\$0
Athletes For Kids - Mentor specials needs kids	\$10,000	\$10,000	\$0
Hopelink - Emerg Svc Financial Assist	\$5,000	\$3,000	-\$2,000
India Assoc. W. WA -Indian Nationality	\$23,048	\$3,000	-\$20,048
Assist League - Operation School Bell	\$3,000	\$3,000	\$0
Elder and Adult Day Services	\$9,592	\$6,000	-\$3,592
HERO House: Self Recovery	\$3,000	\$1,500	-\$1,500
Cultural Navigator Program	\$1,269	\$1,300	\$31
Old Friends Club-Dementia Assist.	\$12,375	\$0	-\$12,375
Birthday Dreams - Homeless Child	\$2,060	\$0	-\$2,060
Life Enrichment Options	\$3,000	\$3,000	\$0
SUB TOTAL		\$87,700	-\$66,175

2017-2018 HEALTH HUMAN SERVICES GRANT RECOMMENDATIONS

By Service Area

Education - Safe Haven Providers	Requested	Team Recommendation	+/(-)
ANEW	\$7,500	\$5,000	-\$2,500
CCR - Child Care Resources	\$1,343	\$1,343	\$0
FOY - Healthy Start- Age 0 to 3	\$1,000	\$1,000	\$0
Hopelink - Adult Education	\$6,000	\$2,000	-\$4,000
Issaquah Schools Foundation - VOICE	\$10,000	\$8,500	-\$1,500
Kinderling - Develop. Disabilities 0-6 age	\$10,400	\$9,000	-\$1,400
Lake Washington Schools Foundation - Link?	\$10,000	\$8,500	-\$1,500
CCS - East Wint Shelt for Families	\$5,000	\$5,000	\$0
CCS - New Bethlehem Day Center- Fam	\$5,000	\$2,500	-\$2,500
CFH - Eastside Winter Shelter Men	\$3,000	\$3,000	\$0
CFH -Housing & Shelter	\$2,127	\$1,500	-\$627
CFH - Housing (SEE HOUSING & SHELTER)	\$1,612	\$1,000	-\$612
FOY -The Landing Shelter	\$1,500	\$1,500	\$0
Imagine Housing -Highland Gardens-LI	\$10,000	\$10,000	\$0
Sophia -East Wint/Women/Fam Shelter	\$1,000	\$1,000	\$0
Sophia Way -Women Place Shelter	\$3,000	\$3,000	\$0
SUB TOTAL		\$63,843	-\$14,639

TOTAL ALL GRANTS

\$239,670 **\$92,564**



Meeting Date: October 18, 2016

Date Submitted: 10/12/16

Originating Department: Parks and Recreation

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 checked="" type="checkbox"/> Parks & Recreation | |

Subject: City of Sammamish – Land Acquisition Strategy & Implementation Policy project, Consulting Services Contract

Action Required: Authorize the City Manager to execute a contract with Otak, Inc. for consulting services for the City of Sammamish – Land Acquisition Strategy & Implementation Policy project.

Exhibits: 1. Contract

Budget: Adequate funds are available under professional services of the Parks Planning & Development budget for 2015-2016. Additionally, \$304,000 is allocated in 2017 towards professional services for Parks Planning & Development in the 2017-18 biennial budget.

Summary Statement:

This contract is with Otak, Inc. to provide consulting services for the City of Sammamish – Land Acquisition Strategy & Implementation Policy project.

In July 2016 a Request for Qualifications (RFQ) was published on the City's website as well as in the local newspapers. A total of seven (7) firms responded. Staff evaluated the statements of qualifications received based on criteria outlined in the RFQ and invited three (3) firms to come in for an interview. Consultant interviews were held on Friday, September 9, 2016 at City Hall. At the conclusion of the interviews, Otak was identified as the finalist.

Based on the quality of previous planning work with projects of a similar nature, the experience and qualifications of their staff, Otak was selected for the project. Otak will work with Long Bay Enterprises, as a sub-consultant, a Real Estate consulting services team, to support the team with property identification and PRR to conduct a statistically valid survey.

Background:

Incorporated in August 1999, the City of Sammamish is home to more than 60,000 people, with a land area of 23.5 square miles. Since the City's incorporation, the park system has grown from 44 acres to 490 acres. Growth has come from transfers, purchases and generous private donations.

While land acquisition has always been a goal of the City, there is no outlined strategy or adopted policy in place. The recent increase in development has triggered a discussion for the City to proactively acquire more land, to not only serve the development of parks and trails, but also the environmental benefits of preserving natural resources, wildlife corridors and tree canopy. The 2017-2022 Parks Capital Improvement Plan adopted by City Council in July of this year, identified land acquisition as a high priority and allocated a total of \$13 million for land acquisition over the next six years, with \$7 million of that amount available in the year 2017.

The aim of this first phase will be to arrive at a strategy for selection of property to be purchased and develop an implementation policy for City Council to adopt. Below is a brief outline of the scope of services for this contract.

Scope of Services:

- Review of City's Plans
Prior to commencing work, the consultant team will become familiar with the City's Comprehensive Plan, Trail, Bikeways & Paths Plan, Parks & Recreation Open Space Plan and Town Center Plan, current Capital Improvement Program, as well as examples of policies from other jurisdictions.
- Overview of Existing Assets
Using available maps and GIS data, the consultant team will conduct a preliminary analysis of existing public and private open spaces, recreational facilities and trails. The study shall not be restricted to the urban growth boundary of the City.
- Statistically Valid Survey
One consolidated survey will be conducted to encompass the questions related to the Land Acquisition Strategy & Implementation Policy as well as the upcoming Parks & Recreation Open Space Plan update.
- Workshops with Advisory Boards and City Council
The consultant team will facilitate workshops and public meetings with various advisory boards and City Council to solicit input and feedback throughout the process.
- Develop a Strategy for Acquisition and Criteria for Selection
Based on the needs and priorities identified, the consultant will develop property acquisition criteria which will be utilized in a decision matrix to evaluate properties under consideration.
- Adopt a Policy with Procedures for Implementation
A policy with procedures for implementation of acquisition of properties that meet the selection criteria, shall be outlined for adoption by City Council.
- Develop a Confidential List of Properties for Potential Acquisition

While the means of acquisition could cover traditional purchases, charitable donations, grants, land exchanges and condemnation, this study is not intended to focus on right-of-way acquisitions for specific capital improvement projects, easements or land leases. The goal is to arrive at a strategy for land acquisition and implement a policy for the same, to be adopted by City Council by mid-year, 2017.

Future Phases – Consultant Selection:

Subsequent phases of work will include a planning level assessment of properties as they become available on the market and other attractive properties that meet the policy established. This is likely to be a second contract, and the contract timeline remains open. It should be noted that care was taken to select a consultant that we felt would be suitable for both the initial phase and subsequent phases. That being said, however, there is nothing in this contract that requires us to use Otak for future phases.

Financial Impact:

The total authorization amount requested for this contract is \$100,000. This includes a contract with Otak, Inc. in the amount of \$85,260. The remaining authorized amount of \$14,740 will cover additional services (if needed).

Adequate funds are available under professional services of the Parks Planning & Development budget for 2015-2016 to cover this contract. Additionally, \$304,000 is allocated in 2017 for professional services for Parks Planning & Development in the 2017-18 biennial budget.

A total of \$13 million is allocated in the 2017-21 Parks Capital Improvement Plan (CIP) budget for Land Acquisition with \$7 million of that amount being available in the year 2017.

Recommended Motion:

Authorize the City Manager to execute a contract with Otak, Inc. for \$85,260 for consulting services for the City of Sammamish – Land Acquisition Strategy & Implementation Policy project and authorize an additional contingency (total authorization not-to-exceed \$100,000) for additional services if needed.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Otak Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit " _ "

A sum not to exceed \$85,260.00

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, 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.** 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant

Exhibit 1

and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and 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 Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant 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 Otak Inc.
Contact Name Chad P. Weiser, Principal
Street Address 11241 Willows Road NE, Suite 200,
City, State Zip Redmond, WA 98052
Phone Number (425) 822-4446
Email chad.weiser@otak.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 Consultant 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

By: _____

Print Name: Lyman Howard

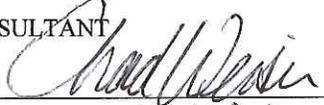
Title: City Manager

Date: _____

Attest/Authenticated:

City Clerk

CONSULTANT

By: 

Print Name: Chad Weiser

Title: Principal

Date: 10/10/16

Approved As To Form:

City Attorney

EXHIBIT A - Scope of Work

City of Sammamish Land Acquisition Strategy & Implementation Policy

Summary of Work:

Otak will develop a land acquisition strategy for the City of Sammamish to accommodate recent increases in development and a desire to proactively acquire more land. The City is focused not only on developing new parks and trails, but also on capturing the environmental benefits of preserving natural resources, wildlife corridors, and tree canopy. In addition, the acquisition strategy shall bear in mind future needs of the City for transit centers, supplementary maintenance and operation facilities as well as stormwater facilities to support growth targets. The general process for this work is outlined below. Primary tasks are described, and include a list of deliverables related to each task. The work for this contract will include project kickoff and startup; review of the City's existing plans and assets to identify needs; integrated public outreach; development of selection criteria to evaluate properties for acquisition; preparation of draft strategy and policies; finalization of the strategy and policy for adoption; and creation of a confidential list of properties for potential acquisition.

Task 100 Startup: Initiate Land Acquisition Strategy Planning

This task will formulate the work plan and public involvement program for the land acquisition strategy process. Otak will manage the project to achieve the desired scope and budget while providing adequate resources to assure schedule and project requirements are met, including both internal and external milestones. The anticipated timeline for this first phase of the project is six to nine months. Otak will work with the City to identify project milestones, and will monitor the schedule along with tasks performed. Otak will also monitor the budget in order to track expenditures and consultant costs against budgets and anticipated expenditure rates. This task includes a kickoff meeting with City staff and stakeholders to initiate the planning process, establish communication protocols and define roles and responsibilities.

Deliverables:

- Project schedule and work plan;
- Monthly progress reports, including phone calls for interval progress reports;
- Meeting agendas, minutes, and notes, as required; and
- Public engagement plan.

Task 200 Discovery: Review Existing Conditions, Plans, and Data

Otak will review existing City plans, documents, and data to evaluate City-owned assets, public parks, recreational facilities, open spaces and trails and to identify needs for future property acquisition. Otak will also analyze existing mapping and aerial imagery of private community parks and open space areas. The analysis will include documentation of existing assets under class types to better describe existing public and private open space within the City. The study will encompass relevant lands adjacent to, but

Exhibit 1

outside the urban growth boundary. Once information has been gathered, it will be presented to the Parks Commission to discuss analysis and conclusions. The final inventory and analysis will be shared with the public through the city's website and at an open house event. Under this Task, Otak will:

200.1 Review and evaluate existing information and data. Otak will collect and review existing plans and data to determine what, if any, previously-identified property acquisition goals exist. Otak will review the following documents including but not limited to the following:

- City of Sammamish Comprehensive Plan
- Trail, Bikeways & Paths Plan
- Parks & Recreation Open Space Plan
- Town Center Plan
- Current Capital Improvement Program
- Previous public outreach efforts, city presentations and discussions
- Population growth estimates
- Land acquisition strategies and policies from other jurisdictions

200.2 Review and evaluate the City's existing assets and private open spaces. Otak will collect and review maps and GIS data to determine the location, size, amenities, and other characteristics of existing City-owned assets and open spaces and publicly-owned property of other agencies both inside and outside the City limits. Otak will also review existing available information to determine private community open spaces. This will inform a preliminary analysis evaluating existing assets against the City's goals and begin to support the identification of areas of need.

200.3 Public survey. Otak has partnered with a subconsultant to provide a statistically-valid public survey. The survey will be consolidated to include both the Parks & Recreation Open Space (PRO) plan questions and those related to the Land Acquisition Strategy & Implementation Policy. The proposed survey will be distributed up to 4,000 randomly-selected households and provided on paper via mail and online. PRR will analyze the raw survey response data and present the results in a summary report data to the City.

Deliverables:

- Compile existing plans, documents, GIS maps, and data;
- Summary report of existing document analysis (draft and final);
- Existing asset review memo (draft and final);
- Parks Commission meeting (1);
- City Council meeting (1);
- Public open house to present inventory of City's assets, project schedule, and project intent (1);
- Development of statistically-valid public opinion survey; and
- Summary report and presentation of results of public opinion survey.

Exhibit 1

Task 300 Policies and Needs: Analyze and Assess Needs and Community Priorities

300.1 Policy development. After completion of the initial research and analyses, Otak will work with City staff and the Parks Commission to review goals and policies and identify themes, gaps in existing assets, and public survey data representing needs and desires. Otak will use feedback from the Parks Commission to prepare a draft and final policy with procedures for future implementation for adoption by City Council. The draft policy will be developed concurrently with the framework and strategy for execution of future land acquisition including prioritization methodologies. The eventual policy will include procedures for executing an acquisition including environmental due diligence, required title reports, appraisals, methods to arrive at fair market value, means of acquisition, establishing limits for staff authorization and, finally, council approval.

300.2 Needs assessment and community priorities. Based on the public survey and the guidance of the Parks Commission and the general public through the initial open house, a summary of data and information will be prepared to share with the Parks Commission and community as the process advances.

Deliverables:

- Land acquisition policy (draft and final);
- Land acquisition procedures for implementation (draft and final); and
- Summary of needs assessment and community priorities.
- Coordination with City Staff and City Attorney.
- Presentation to City Council (1)

Task 400 Strategy and Selection Criteria

After the summary of needs and community priorities have been identified, Otak will work with the Park Commission, City Council and community to develop acquisition goals and strategies, including property acquisition criteria which are utilized in a decision matrix to evaluate properties under consideration. The acquisition strategy will be formulated based on the review of City and private parks, open space and trail assets, and informed by Park Commission and public feedback regarding the existing park system and opportunities to address gaps and needs within the system. The goals and strategy will be further refined through City Council meetings and public involvement.

Deliverables:

- Public open house and/or workshop (2);
 - Workshop/Open House to prioritize land acquisition goals based on gathered data; and
 - Workshop/Open House to share draft property selection criteria.
- Park Commission meetings (1);
- City Council meetings or briefings (1);
- Land Acquisition Strategy summary report (draft and final); and
- Site selection criteria matrix (draft and final).

Exhibit 1

Task 500 Adoption Process

Otak will support City staff with the development of presentations and materials during the approval and adoption process by the City Council. Otak will attend and assist in presenting material and data to explain the process and results of the Land Acquisition Planning process and the policy and strategy documents before the Council for approval.

Deliverables:

- Final Land Acquisition Policy and Strategy Framework for Adoption and
- Presentation to City Council (1)

Task 600 GIS Mapping and Preliminary Property List

Otak will use existing data and the goals, strategies, and selection criteria developed in Tasks 200, 300, and 400 to develop a confidential list of properties for potential acquisition. Otak will use GIS mapping tools to generate an initial list of properties that meet the criteria identified in the property acquisition matrix. Then our team will further analyze the existing land use, access, topography, critical areas and property ownership to better determine the potential as an acquisition target. In addition, Otak will utilize the new criteria matrix to evaluate the potential of identified properties brought forth by the public as candidate properties. In addition, our team will ground truth the potential list of properties to remove any which for various reasons may not be feasible acquisition targets. All properties that meet the basic acquisition criteria and have reasonable potential for the intended use or to be acquired will be added to a master list of potential properties for review with the City Council. The list will be maintained with utmost care for confidentiality with none of this task work efforts involving the public.

Deliverables:

- GIS mapping generating potential properties;
- GIS mapping search criteria tool that can be utilized by City staff in the future;
- Evaluation results from vetting of publicly identified properties through the criteria matrix;
- Ground truthing report narrowing the potential property list; and
- Confidential prioritized list of properties for potential acquisition.

Project Assumptions:

1. City of Sammamish will provide Otak with existing GIS data to support mapping efforts associated with the project in an ArcGIS format.
2. City of Sammamish will mail the public survey to the random list of City households.
3. Otak will provide maps, graphics, boards and presentations for public meetings.
4. Additional services beyond this scope of work can be provided upon authorization of a supplemental agreement to cover the additional work and associated cost.

Exhibit 1

Fixed Fee

<i>Task 100 – Project Startup/Initiation</i>	<i>\$ 4,050.00</i>
<i>Tasks 200.1 & 200.2 - Discovery</i>	<i>\$14,440.00</i>
<i>Task 200.3 – Public Survey</i>	<i>\$23,830.00</i>
<i>Task 300 – Policies and Needs</i>	<i>\$11,930.00</i>
<i>Task 400 – Strategy and Selection Criteria</i>	<i>\$10,460.00</i>
<i>Task 500 – Adoption Process</i>	<i>\$ 3,660.00</i>
<i>Task 600 – GIS Mapping & Property List</i>	<i><u>\$15,210.00</u></i>
<i>Subtotal Labor Fee</i>	<i><u>\$83,580.00</u></i>
<i>Reimbursable Expense Fee</i>	<i><u>\$ 1,680.00</u></i>
<i>Total Labor and Reimbursable Expense Fee</i>	<i>\$85,260.00</i>



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:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1324129

Social Security No.: _____

Print Name: Shawn Goodpaster

Title: Sr. Contracts Manager

Business Name: Otak, Inc.

Business Address: 11241 Willows Rd NE, Ste 200, Redmond WA 98052

Business Phone: (503) 287-6825

October 10, 2016
Date


Authorized Signature (Required)

Exhibit 1



Meeting Date: October 18, 2016

Date Submitted: 10/13/2016

Originating Department: Parks and Recreation

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 type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation | |

Subject: Contract for 2016 Community Survey

Action Required: Authorize City Manager to execute community survey contract with N-R-C

Budget: Not to exceed \$20,000, from the City Council Professional Services fund (001-011-511-60-41-00)

Summary Statement: The City intends to conduct a community survey in 2016. Staff is seeking authorization to enter into a contract with N-R-C.

Background: It is the City's practice to conduct a community survey every two years to measure resident sentiment on a variety of City-related topics. The City's last broad-focus community survey was done in 2014. After reviewing proposals from three survey firms, the staff has chosen N-R-C as the preferred vendor for the 2016 community survey. This will be a random, statistically valid survey employing mailed questionnaires. It will produce results with a 5 percent margin of error.

Financial Impact: None

Recommended Motion: Authorize the City Manager to execute a community survey contract with N-R-C for an amount not to exceed \$20,000.



Sammamish, Washington

Proclamation

WAACE Chinese Education Day



WHEREAS, Sammamish and Washington State are proud to have a fast-growing Chinese American community, and value its great contribution to our state’s economy and our cultural diversity; and

WHEREAS, as China is a major presence in the modern global economy, building language capacity is absolutely essential to retain our competitive edge. Additionally, language and cultural exchange promotes mutual understanding and international cooperation; and

WHEREAS, today, we celebrate the role of the Washington Association for American and Chinese Education (WAACE) in building a bridge between the young generations of the U.S. and China.

WHEREAS, Washington Association for American and Chinese Education is a student-run, nonprofit organization dedicated to generating interest in the Chinese language and culture, as well as connecting Chinese learning with other subjects in the U.S. education system. It has worked collaboratively with academia across the state to bring Chinese awareness to schools. WAACE’s events have succeeded in bringing together the community, and promoting Chinese cultural awareness to the youth.

WHEREAS, I urge all Sammamish residents to join me for the awards ceremony and celebration of the Washington Association for American and Chinese Education, and in doing so, recognize its continued commitment to giving our students Chinese language learning capacity and global perspective.

NOW, THEREFORE, I, Don Gerend, Mayor Of Sammamish, Do Hereby Proclaim, October 23, 2016, To Be In Our City Washington Association for American and Chinese Education Day.

Donald J. Gerend Mayor

October 18, 2016

COUNCIL  *MINUTES*

Regular Meeting
October 4, 2016

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

Councilmembers present:

Mayor Don Gerend
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell

Staff present:

Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Beth Goldberg, Director of Administrative Services
Jeff Thomas, Community Development Director
Aaron Antin, Finance/IT Director
Angie Feser, Parks & Recreation Director
Steve Leniszewski, Public Works Director
City Attorney, Mike Kenyon
City Clerk, Melonie Anderson

Roll Call/Pledge of Allegiance

Roll was called. Councilmember Huckabay led the pledge.

Approval of Agenda

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

Student Liaison Report – Tyler Zangaglia: Homecoming is this week. Homecoming is next week. Fall sports are full swing. District tournaments will be soon.

Presentations/Proclamations

- Introduction of New Police Chief
King County Sheriff John Urquhart introduced Sammamish’s new Police Chief, Michelle Bennett.

Public Comment

Jim Barry, 1810 203th Avenue SE, reported that the grand opening Lake Sammamish State Park will be October 15, 2016 from 11:00 am to 2:00 pm. He thanked the Council for their donations toward the remodel of the park.

Janet Farness, Executive Director of Friends for Lake Sammamish State Park, she also spoke regarding the restoration of the Park.

Greg Reynolds, 4329 210th Place NE, he spoke regarding the Timberline HOA requests for information regarding the barricade on NE 42nd Street that was sent back in April to the City. To date there has been no response from the City.

Johan Wictor, 408 208th Ave NE, spoke regarding drainage issues in Tamarack.

Mary Wictor, 408 208th Ave NE, gave information regarding King County MDA grant funds that can be used for smaller stormwater projects.

Jan Bird, 3310 221st Avenue SE, urged Council to allocate funds for the MOC employees to be able to water plants where there is no water, especially in the summer season. Her group has applied for a grant.

David Hoffman, Master Builders Association, corrected several comments that were made at the last meeting regarding the proposed land use moratorium.

➤ **Resolution:** (Supporting/Opposing) Sound Transit (A Regional Transit Authority):

Proposition No. 1 concerning Light-Rail, Commuter-Rail, and Bus Service Expansion

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and additional 0.8% motor-vehicle excise tax; and use existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with continuing independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:
Approved []

City Manager Lyman Howard gave the staff report. He explained that speakers for each side of the issue, either pro or con, will be given 10 minutes to speak. Then members of the audience wishing to speak to the issue will be given a 3-minute opportunity to speak.

Greg Reynolds, (spoke previously), spoke against supporting ST3.

Council was then given the opportunity to speak to the issue. Councilmember Keller, while being supportive of ST3 feels the City should not take a position. This is a regional issue and Sammamish

should be a good neighbor. Deputy Mayor Valderrama feels the City should take a position. He feels it will take too much money away from other important issues, such as school funding. Councilmember Hornish thinks the Council should take a position on this issue and he thinks it would be good that the citizens of Sammamish know Council's viewpoint on the issue. Councilmember Malchow supports taking a position on the ballot measure. Councilmember Odell supports taking a position. Councilmember Huckabay is not supportive of taking a position. She does not feel the Council is sufficiently informed to take a vote. Mayor Gerend is also opposed to taking a position on this. He thinks the voters in Sammamish can make up their own minds. Councilmember Odell changed his mind to support not taking a position.

MOTION: Deputy Mayor Valderrama moved to approve the resolution opposing Sound Transit 3. Councilmember Hornish seconded. Motion passes 5-2 with Councilmembers Keller and Huckabay dissenting.

MOTION: Councilmember Huckabay moved to take a five-minute break. Councilmember Keller seconded. Motion carried 5-2.

Council recessed from 8:30 pm to 8:42 pm.

Consent Agenda

Payroll for period ending September 15, 2016 for pay date September 20, 2016 in the amount of \$ 347,772.16

Approval: Claims For Period Ending October 4, 2016 In The Amount Of \$427,287.73 For Check No. 45494 Through 45579

Resolution: Accepting The "2015 Pavement Repair" Project As Complete.

Interlocal Agreements: School Resource Officers/Lake Washington School District & Issaquah School District

Approval: Minutes from the September 20, 2016 Special meeting.

MOTION: Deputy Mayor Valderrama moved to approve the Consent Agenda. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Public Hearing - None

Unfinished Business

Update: SE 4th Street Improvement Project

Public Works Director Steve Leniszewski, City Engineer Andrew Zagars, Project Manager Jim Grueber gave the staff report and showed a PowerPoint presentation (presentation available on the City's website at www.sammamish.us).

MOTION: Councilmember Hornish moved to approve a single lane off of 228th Avenue SE and SE 4th Street as direction to staff on the design of the SE 4th Street intersection. Councilmember Keller seconded. Motion carried unanimously 7-0.

Discussion: Policy for Private Property Storm and Surface Water Management Responsibilities

Mr. Leniszewski gave the staff report. Councilmember Huckabay explained that this policy is simply to provide guidance in evaluating future stormwater projects. Councilmember Hornish questioned the use of the word “shall” from the first line of the first paragraph of the policy. Staff will work on that section of the policy. He also suggested adding an additional number 7 to say that the cost should not outweigh the benefits. Mr. Howard explained that after the Council approves the policy, staff will develop code language to support it. Staff will make these additional changes and the policy will be brought back for further consideration.

New Business

Ordinance: First Reading Granting Puget Sound Energy, Inc., A Franchise To Construct, Extend, Maintain, And Operate Facilities In The Public Rights-Of-Way In The Franchise Area To Transmit, Distribute, And Sell Gas And Energy For Power, Heat And Light, And Any Other Purposes For Which Gas And Energy May Be Used; Providing For Severability; And Establishing An Effective Date

Mr. Leniszewski gave the staff report. The City has been operating without a franchise agreement for the last 8 years. Having this franchise in place will ensure the operations of PSE in the City’s rights of way. A Memorandum of Understanding (MOU) will also be brought to Council at a later date. Both the franchise and the MOU will have a 10-year duration with two 5-year renewals.

Council Reports/Committee Reports

Councilmember Huckabay attended the Regional Transit meeting. Councilmember Odell report that the Transportation Committee met yesterday. Sahalee Way Open House has been moved to October 19, 2016. Councilmember Malchow attended the WCIA training session on the Growth Management Act. The Health & Human Services Committee will be meeting tomorrow at 10:30 am. The Communications Committee will be meeting on October 13. She would like to have a joint meeting with City of Issaquah. She asked when the Council would be able to consider what neighborhood character is. Councilmember Hornish attended the Eastside Fire & Rescue (EF & R) meeting and the Regional Coalition on Affordable Housing (ARCH) meeting. He reported that ARCH is going to reconsider their recommended parity amount for each city that is a member of ARCH. Deputy Mayor Valderrama visited the Regional Emergency Center of King County. He attended the Citizen’s for Sammamish meeting. Councilmember Keller reported on the EF & R strategic plan. The Sound Cities Association Public Involvement Committee met. Mayor Gerend attended the Association of Washington Cities board meeting.

City Manager Report

- Update: Dangerous Tree Removal at Pine Lake Park – Mr. Howard gave the staff report and showed a PowerPoint presentation (presentation is available on the city’s website at www.sammamish.us).

Councilmember Huckabay would like to consider some changes to the Comprehensive Plan. Councilmember Keller suggested that there should be more publicity about Council Office Hour.

Meeting adjourned at 10:10 pm

Melonie Anderson, City Clerk

Donald J. Gerend, Mayor



Meeting Date: October 18, 2016

Date Submitted: 10/12/2016

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" 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: Public Hearing 2016 Public Works Standards

Action Required: Hold Public Hearing and conduct the first reading for the Ordinance that adopts the 2016 Public Works Standards.

- Exhibits:**
1. Draft Ordinance
 2. Questions/Answers
 3. Street Tree Memo
 4. Draft Appendix 1 from Public Works Standards
 5. Draft Public Works Standards (Redline version)
<https://www.sammamish.us/files/document/17344.pdf>
 6. Draft Public Works Standards
<https://www.sammamish.us/files/document/17445.pdf>

Budget: No Budget Impact

Summary Statement:

The Department of Public Works has completed the draft of the 2016 Public Works Standards for consideration by the City Council.

Background:

The current Interim PWS were adopted on April 19, 2000 by Ordinance No. O2000-60. Significant growth in development, density and population since adoption has made it difficult for staff and the public to adhere to them. As a result, substantial time and resources are spent requesting and granting variances to the Standards. Staff is currently working to update the PWS with the following goals in mind:

- Improve document organization and format
- Improve document clarity and internal consistency
- Update the PWS to be consistent with City Council direction
- Update the PWS to provide clarification based on Hearing Examiner Feedback
- Maintain compatibility with regional, State and Federal regulations

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

Recommended Motion: Hold Public Hearing and conduct first reading of the ordinance adopting the 2016 Public Works Standards

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

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING CHAPTER 14.01 OF THE
SAMMAMISH MUNICIPAL CODE, PUBLIC WORKS
STANDARDS, PROVIDING FOR SEVERABILITY, AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council earlier this year completed its deliberations and adopted revisions to the City’s Comprehensive Plan; and

WHEREAS, the City has also undertaken a review of its Public Works Standards, including referral of the Standards to the Planning Commission for a public hearing and recommendation to the City Council; and

WHEREAS, the 2016 Public Works Standards are intended to become effective on January 1, 2017; and

WHEREAS, the City has conducted an environmental review of the Public Works Standards in accordance with the State Environmental Policy Act, Chapter 43.21C RCW; and;

WHEREAS, the City Council conducted a public hearing to receive comments on the proposed public works standards;

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

Section 1. Public Works Standards, Amended. Chapter 14.01 of the Sammamish Municipal Code is hereby amended to read in its entirety in the form set forth on Attachment A.

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

Section 3. Effective Date. This Ordinance shall take effect five days after passage and publication in the official newspaper of the City. The “City of Sammamish Public Works Standards” adopted under SMC 14.01.010 on Attachment A shall take effect and be in full force January 1, 2017.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 1st DAY OF NOVEMBER, 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: , 2016
Public Hearing: , 2016
First Reading: , 2016
Public Hearing: October 18, 2016
Passed by the City Council: November 1, 2016
Date of Publication: , 2016
Effective Date: January 1, 2016

Chapter 14.01 PUBLIC WORKS STANDARDS ~~S-ADOPTED~~

Sections:

[14.01.010](#) Public works standards adopted.

[14.01.020](#) Resolution of conflicts.

[14.01.030](#) Appeals.

14.015.010 Public Works Standards Adopted

(1) The City hereby adopts by reference the design standards and specifications set forth in the document entitled "City of Sammamish ~~2016-Interim~~ Public Works Standards" ~~-dated April 19, 2000~~ as now or hereafter amended as the public works development standards for the City, which includes but is not limited to transportation standards and street standards. Pursuant to RCW 35A.13.180, a copy of the City of Sammamish Public Works Standard is available from the office of the City Clerk.

(2) The director of Public Works is hereby authorized to administratively interpret and apply ~~amend~~ the standards in a manner consistent with their terms in order to better implement the standards or allow for changes in street design and construction technology and methods.

14.015.020 Resolution of Conflicts

In case of inconsistency or conflict between other provisions of the Sammamish Municipal Code and the City of Sammamish public works standards adopted in this chapter, the most restrictive provision shall apply.

14.015.030 Appeals

Any person or agency aggrieved by an act or decision of the City pursuant to the public works standards may appeal said act or decision to the City of Sammamish pursuant to the appeal provisions for the underlying development permit application ~~and~~ contained in Chapter 20.05 SMC.

Exhibit 1

Public Works Standards Draft Comments

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
1	6/20/2016	Christie Malchow	9.1	Street Classification	"I don't know that we're "clearly defined" our roadway classifications, the Interim PWS seems to be better defined than the draft update"	Chapter section updated for further review.
2	6/20/2016	Christie Malchow	9.1,9.2	Street Classification	"Design Speeds omitted from the draft (the IPWS had a table - Table 2, pg33)"	Design speeds are shown in Tables 9.1 and 9.2
3	6/20/2016	Christie Malchow	7.5	Connectivity	"Letter B - I'd really like an example of "where appropriate" to understand when staff would decide to and not to require a connection. The structure of this sentence gives staff a lot of leeway on a very sensitive subject to citizens."	Chapter section updated for further review
4	6/20/2016	Christie Malchow	7.5	Connectivity	"Letter C - "Shall be required" I'm not a fan of that language here. We use "where appropriate above", so why "shall" here? I still think you have to consider each connection on it's own merit (and public safety considerations i.e. sidewalks, line of sight, connection to a substandard roadway in this instance & how the increase in VPP may impact residents). Consider a developer that holds tens of acres and slowly develops, suddenly they meet that 100 unit threshold & trigger a secondary connection - one that is not congruent with the existing developments on the other end.	Chapter section updated for further review
5	6/20/2016	Christie Malchow	7.5	Connectivity	Safety & Neighborhood Character (an element of the Comp Plan) cannot be overlooked when talking about connectivity.	Chapter section updated for further review
6	6/20/2016	Christie Malchow	7.6	Connectivity to Substandard Roadways	"In my opinion, we need to stop giving variances on roadways when the remote possibility of redevelopment exists in the area, because then when we encounter a connection proposal, by virtue of our variance(s) we've made several of these substandard roadways ourselves & these roadways could then be reason for appeals. We then essentially will have a variation on top of a variation."	Discussion item
7	6/20/2016	Christie Malchow	7.6	Connectivity to Substandard Roadways	"I think the language used in the first sentence is important to note & how that may affect potential appeals. "when a proposed improved roadway designed to current standards connects to an exiting roadway that does not meet current standard". What are the implications of this section if we grant a developer a variation & they are proposing to connect to a substandard roadway? Are we saying to connect to a substandard roadway you have to design the roadway to the current standard sans variations of any kind? Is this realistic?"	Discussion Item
8	6/20/2016	Christie Malchow	7.11	Curbing	"Why are we omitting rolled curbs? I's not objecting to it (this will prevent parking on sidewalks) , but was there another rationale behind this? * Negative, in a neighborhood that kids are in the roadway on a bike, they cannot "pop" back up on the sidewalk to avoid an oncoming vehicle with a vertical curb as they could with a rolled curb. * Positive, cars can't park on the sidewalks (easily). A rampant problem all over the city which has safety concerns."	Discussed. Answer is concurrent with comment. No parking and safety is the reason to eliminate rolled curbs.

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
9	6/20/2016	Christie Malchow		9.2 Non-Arterial Roadways	"we've failed to define them (as we did with Arterial Roadways in 9.1). Local & Neighborhood Collector need defining. The handoff from Planning Comm. Stated expressly they were looking to promote clarity and ... current street classifications definitions. The handoff goes on to say under 2 "Clearly define the function of each roadway classification.." as a goal.	Section updated
10	6/20/2016	Christie Malchow	7.10	Illumination	"D.10: midblock of streets over 300', I don't recall if anything we passed in our lighting recently will have an impact on that 300' (will the lumens on a street light illuminate enough on this stretch of road?)"	Discussion Item, cannot find anything from previous discussions. Standards do require a minimum candle foot for roadways.
11	6/20/2016	Christie Malchow	Appendix	Street Trees	I'd suggest removing the following trees (in order of appearance) from the list for a myriad of reasons: _____ Cercidiphyllum japonicum Katusra Tree (water requirements/surface roots) _____ Espresso Kentucky Coffee ("extremely large leaves" – can clog stormwater drains) _____ Quwecus robur English Oak (germination – can be invasive, requirement of maintenance) _____ Blad Cypress (broadly spreading – may be a line of site issue as a street tree) _____ Tilia cordata (potential maintenance issue – "structural issues due to tight branch attachments") _____ Pyrus calleryana Cambridge Pear – "brittle limbs may be a problem with ice or wet snow" _____ Magnolia grandiflora 'Victoria' – can be damaged with wet, heavy snow _____ Marina Strawberry tree – "can suffer severe damage of death due to cold weather" – could be an issue in some years here _____ Cornus kousa dogwood – does not do well on harsh, dry sites (could be a problem if planted in summer months when dry)	Arborist Review recommends keeping all species. Review is included in packet.
12	6/23/2016	Tom Odell		7.4 Tree Removal/Pruning	Are the SMC references the most current? Hopefully these reflect the new tree ordinances!!	Being reviewed with final draft.
13				7.9 Dedication of Right-of-Way	We need to add language to the effect that dedicated right of way will need to be wide enough to allow for any future road widening that may become necessary and foreseeable.	Discussion Item.
14			7.10(D)	Illumination	Add language relative to enforcing dark skies compliance. _____ Increasing ambient light levels are becoming more and more of an issue for people, wildlife, and fish (this is especially an issue for salmonids in Lake Sammamish as it affects migration and predation).	Light Standards require full cut off of all street lights.
15	6/23/2016	Tom Odell		9.1 Arterial Streets	Note these are Changes from Draft): _____ Principal Arterial Streets – changes: _____ Minimum ROW: 92 feet _____ Curb to curb width: 66 feet _____ Planter Strip: 6 feet wide on both sides (total 12') _____ Half street width: 46 feet _____ Design speed: 40 – 45 mph _____ Bus pullouts: required for public, private, and school busses	Changed per comment
16	6/23/2016	Tom Odell		9.1 Arterial Streets	Minor Arterial Streets - changes: _____ Minimum ROW: 68 feet _____ Bus pullouts: may be required _____ Planter strip – 5 feet wide both sides (total 10')	Changed per comment
17	6/23/2016	Tom Odell		9.2 Non-Arterial Streets	Note these are Changes from Draft): Neighborhood Collector - changes: _____ Minimum ROW: 60 feet _____ Lane width minimum: 11 feet _____ Curb to curb width: 36 feet _____ Parking: one side (R-1 zoning) _____ Parking: two sides (>R-4 zoning)	Changed per comment

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
18	6/23/2016	Tom Odell	9.2	Non-Arterial Streets	(Note these are Changes from Draft): Local Roads - changes: ___ Minimum ROW: 60 feet ___ Lane width minimum: 11 feet ___ Curb to curb width: 36 feet ___ Parking – one side (R-1 zoning) ___ Parking – two sides (>R-4 zoning) ___ Design speed: 20 – 25 mph ___ Sidewalk: one side; ___ Planter strip – none required (R-1 and R-4 zoning) – leave ROW for tree planting in lawn ___ Sidewalk: two sides; ___ Planter strip both sides (R-6 and higher zoning)	Changed per comment
19	6/23/2016	Tom Odell	9.2		Roundabout and Traffic Circles (ADDITIONAL CATEGORY): There is no mention of cul-de-sacs whatsoever and any requirement for design standards for them. Some neighborhoods (mine for instance) have the turnaround area at the ends used for islands that can be used for plantings and adding to neighborhood ambiance and appeal. These can be small or large but either way having these as vegetated areas of trees, shrubs, and other vegetation can add to vegetative screening and reduce the amount of impervious surface. In our neighborhood the maintenance (there is very little) is the responsibility of the HOA but could also be taken on by either the city or adjacent homeowners.	Changed per comment. Standard details on acceptable traffic calming items being added.
20	6/23/2016	Tom Odell	9.3	Alley	Recommend application be allowed only in the Town Center designated area and R-16 or higher zoning areas.	Edits made per Council discussion
21	6/23/2016	Tom Odell	9.4	Woonerf	Recommend application be allowed only in the Town Center designated area.	Edits made per Council discussion
22	6/23/2016	Tom Odell	NEW	Traffic Calming Measures	Speed Bumps – use of these devices need to be limited to: ___ School zones due to the impact on both traffic flows and emergency vehicle response times ___ High volume pedestrian crossing areas ___ The number should be limited to two per crossing area ___ Local road only ___ Designs of all need to be similar to those near Blackwell Elementary. Non-compliant speed bumps need to either be modified or removed	Speed bumps are not a recommended traffic calming solution. Speed Humps are an acceptable solution in crosswalk locations.
23	6/23/2016	Tom Odell	NEW	Traffic Calming Measures	Traffic circles – use of these need to be limited to 1 per quarter mile. ___ Design needs to accommodate unrestricted operation of a 53’ moving van. ___ The current document is silent on these two issues and perhaps they need to be added with at least the following spelled out: ___ Traffic volumes ___ Minimum diameters ___ Roadway width requirements ___ Curbing and “channeling” at the entrance to the entrance and exits from roundabouts needs to be designed to minimize tore “scrub” ___ Plantings ___ Pedestrian crossing design and location	Standard Details being added, Discussion Item
24	6/23/2016	Tom Odell	NEW	Traffic Calming Measures	Chicanes – use of these is encouraged as part of either initial roadway design or retrofit for all streets with on-street parking. ___ Exception will be in those locations where it can be used in connection with crosswalk design ___ When combined with plantings it serves to provide visual narrowing of the roadway and thus encouraging lower travel speeds ___ It also provides – in conjunction with a planter strip between the roadway and sidewalk additional room/flexibility for tree selection for plantings and would allow use of evergreens	Standard Details being added, Discussion Item

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
25	6/23/2016	Tom Odell	Appendix F	Street Trees	Evergreens for Street Trees: _____ The street selection in Appendix F is the same that we were given earlier this year. It is entirely lacking in consideration of coniferous species. While conifers can be difficult in constrained space situations there are some that are native to North America which will assist with winter storm water runoff and need to be added to the list. These will also provide variety in street appearance and maintain a year-round green element: ___Fraser Fir___Lodgepole Pine___Balsam Fir___Mountain Hemlock___Subalpine Fir___White Spruce___Alberta Spruce___Black Spruce___Mugo Pine___Pacific Yew___Various Juniper species	Arborist review recommends conditional use of coniferous trees (Species limited in recommendation) in areas of large space and no vertical and sight distance obstructions.
26	6/23/2016	Tom Odell	Appendix F	Street Trees	Where additional space is available (such as on islands) I feel that we should consider including the following conifers along with our local Douglas Fir, Red Cedar, and Hemlock: _____Western White Pine___Noble Fir___Ponderosa Pine___Grand Fir___Sitka Spruce___Silver Fir___White (Concolor) Fir___Western Larch (Tamarack)___Colorado Blue Spruce___Engelmann Spruce	Arborist review recommends conditional use of coniferous trees (Species limited in recommendation) in areas of large space and no vertical and sight distance obstructions.
27	6/23/2016	Tom Odell	Appendix F	Street Trees	In addition to the above conifers I believe that the following deciduous species should also be included for street plantings: ___White Birch___Gray Birch___Water (Western) Birch___Red Maple___Sugar Maple___Cut Leaf Birch___Mountain Ash___Various Crabapples___Quaking Aspen___Elm	Arborist review recommends conditional use of coniferous trees (Species limited in recommendation) in areas of large space and no vertical and sight distance obstructions.
28	6/23/2016	Tom Odell	Appendix F	Street Trees	In all cases I would encourage the use of a variety of different species, both deciduous and coniferous, in a mix on the same street to avoid the cookie-cutter appearance that we seem to have fallen into recently. This will give the streets a varied appearance and also not leave them vulnerable to mass die-off in the event of disease.	To be addressed in the Urban Forestry Plan. Standards shall reference to the Urban Forestry Plan.
29	6/23/2016	Scott Fletcher	7.6	Connectivity	Both I and the Pine Hill Homeowner's Association have repeatedly commented about the proposed "updates" to the Public Works Standards and have repeatedly pointed out deficiencies in the proposed "updates." I have never received any communications about these comments or any meaningful response to our valid concerns. Instead (again) it appears that the City and the Public Works Department intends to try and railroad these changes through. This is hardly representative government and will only cause additional conflict and litigation. Inviting people to comment and then ignoring those comments is simply disingenuous if not deceitful.	Discussed.
30	6/27/2016	Patrick Leong	7.6	Connectivity	Do not put "Future Road Connection" signs on barricades	Discussed in last meeting.
31	6/28/2016	Staff	5-Jan	Division 1	Remove verbiage stated in SMC. Only reference SMC and do not restate what is already in the code.	Completed
32	6/28/2016	Staff	14	Non-Motorized Facilities	Referencing Trail Standards into the PWS and reference the Trails, Bikeways, & Paths Plan	Chapter 14 rewritten to accommodate.
33	6/28/2016	Christie Malchow	6.2	Deviation from Engineering Standards	Correction needed in Appendix Reference, Draft refers to I and not H	all referenced being verified.
34	6/28/2016	Kathy Huckabay			Presentation slides submitted for comment	Discussed.

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
35	9/13/2016	AFM	Appendix	Street Trees	Proposed Revisions submitted for table. Reorder per width of planter strip. Add verbiage for appropriate trees in appropriate location.	Included in packet.
36	9/13/2016	Christie Malchow	4.11C		Pg. 14 3.1 Permit Issuance: we have the acronym SMS that was not defined earlier in this section. DCD is defined on page 13, and SMS should be too.	Added
37	9/13/2016	Christie Malchow	3.5	Permit Timing and Expiration	Pg. 16 3.5: You have the acronym CDC instead of DCD, unless you're suddenly dealing in disease control... ☹	Spelling corrected.
38	9/13/2016	Christie Malchow	Chapter 4	Permit Submittals	Pg 19 Chapter 4: will the link provided be accurate for the new website when that goes live?	To be verified once new site is in operation
39	9/13/2016	Christie Malchow	4.4	Surface Water Report	Pg. 21 4.4 Paragraph: same comment as above on website address	To be verified once new site is in operation
40	9/13/2016	Christie Malchow	4.11	Dedication	Pg 24 4.11 C: Talks about the deviation process, but then doesn't reference where to find it (which is Pg 33 under 6.2 Deviations from Engineering Standards). But then the conditions are not mentioned in 6.2 (pg. 33), you are then led to Appendix H. Feels like a goose chase locating the deviation process, can we state they are in Appendix H here and give the page number?	Added verbiage from Appendix to this section. To help clarify the requirements in this section.
41	9/13/2016	Christie Malchow	6.2	Deviation from Engineering Standards	Pg. 33 6.2 – It is stated that the deviations are submitted through a permit application and reviewed to determine that all requirements are met. Where are the requirements? Can we please link a section or page number here for easy reference?	Added verbiage from Appendix to this section. To help clarify the requirements in this section.
42	9/13/2016	Christie Malchow	7.4	Tree Removal/Pruning	Pg 35 7.4 Tree Removal/Pruning: we have listed "SMC 16.15", are we really referencing all of the clearing & grading code or did the balance of this code get left off that is specific to tree removal & pruning?	Section being updated to align with correct code reference
43	9/13/2016	Christie Malchow	7.5	Connectivity	Pg. 36 7.5.B.1: I'm not sure when we talk about aesthetic and environmental character if we're talking about the trees, the homes, both? This needs to be better defined & likely ties into the discussion that still needs to be had on defining neighborhood character (which per the July Planning Commission meeting was kicked back to Council for further clarification).	Discussion Item
44	9/13/2016	Christie Malchow	7.6	Connection to Substandard Streets	Pg. 36 7.6: The intro paragraph, this is my same comment from earlier: Sometimes a proposed connection isn't going to connect to a road that is designed to our current standards (a previous deviation was granted or it's an old road). So what happens when a connection is proposed to an improved roadway that doesn't meet our current standards (ie. Deviation on top of a deviation)?	The standards will allow the connection. We cannot always hold developers to upgrade a roadway to current standards beyond their project limits. (Past hearing determinations) They upgrade of the existing roadways will be done by future developers or capital projects.
45	9/13/2016	Christie Malchow			Pg 39 7.8 F: Why did we remove the critical area verbiage?	This is reviewed as part of a deviation process. Provided appropriate documentation for process of determination.
46	9/13/2016	Christie Malchow	7.9	Dedication of Right-of-Way	Pg 39 7.9 B: You have 2 periods at the end of the sentence.	Corrected
47	9/13/2016	Christie Malchow	7.1	Illumination	Pg. 40 D: This is a note about continuity in the document, we suddenly have roman numerals here where we have upper case letters everywhere else. Then we use lower case letters in some places, other times we use numbers. Can this be cleaned up so it's the same throughout the entire document?	Formatting has been corrected

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
48	9/13/2016	Christie Malchow		Transporation Impact 8 Analysis	Pg. 43 Chapter 8 (the appendix for the TIA doesn't have an element regarding timing requirements for the TIA. I'd like to see language introduced that defines when it cannot be done (ie. Holidays, during school breaks) so that the traffic impact analysis reflect accurately.	Timing is a design issue reviewed in permitting and not an impact analysis item to be reviewed. The analysis determins impact to the network and possible mitigation. Tiiming is a possible mitigation.
49	9/13/2016	Christie Malchow	12.6	Street End	Pg. 65 12.6 4: Just curious about the number of the bulb section (111 feet) & why it was altered from 100 feet.	The size was increased to account for a planter strip to move the sidewalk away from the curb to allow for flatter sidewalks at driveways for ADA.
50	9/13/2016	Christie Malchow	12.6	Street End	Pg. 65 12.6 7: The sentence is contradictory. It says "required" and the next sentence says "if provided". If we're requiring an island, then we need to remove the "if provided" language.	Corrected
51	9/13/2016	Christie Malchow	12.9	Dead End Street	Pg. 70 12.9 17: Typo (it states pakring instead of parking).	Corrected
52	9/13/2016	Christie Malchow	12.9	Dead End Street	Pg 70 12.9 19: Same contradictory language is used referring to islands – it says required feature, but the next sentence then says "when provided, island shall..."if the island is required we can eliminate that "when provided" language.	Corrected
53	9/14/2016	Christie Malchow	Appendix A	Definitions	Development Project	Added
54	9/14/2016	Christie Malchow	Appendix A	Definitions	Peak Hour Generator	Added
55	10/3/2016	Tom Hornish			1. P 32/33 (& P 102)refers to CoS Non-motorized Plan and the new KCSWDM. Can you pls explain the order and how all these new plans will be adopted and become effective?	<i>Change:</i> The City of Sammamish has adopted the King County Surface Water Design Manual (KCSWDM) in order to comply with its NPDES II Municipal Stormwater Permit. The version will be as adopted by Ordinance. In addition, the City has developed and addendum to this manual, "City of Sammamish Surface Water Design Manual Addendum Attachment "B". Which is found at this website. The documents such as the Non-motorized plan should compliment the standards. The standards should state how to construct , and the plans should state where.
56	10/3/2016	Tom Hornish	3.3	Permit Inspections	P. 36 notes that a secondary access is required for >100 units. Also P 106 re "work hour restrictions". Aren't these also Code requirements? If so, how do we ensure the PWS comply with this Code provision and others? Just trying to understand the big picture on how these PWS fit into and dovetail with the Code.	<i>Changed:</i> A. Work Hour Restrictions 1. Construction activities and noise shall meet the requirements of SMC 16.05.030.
57			7.6	Connectivity		<i>Changed 7.5 Connectivity</i> C. When a connecting road serves 100 residential units or more, a secondary access point shall be required.
58	10/3/2016	Tom Hornish			P 46/47—did the Daily Volumes change? What do you use for the capacity when computing the v/c for arterial? If it's these volumes, I'm just trying to figure out that since the intersection LOS is based on peak PM, shouldn't the v/c be also (instead of a daily avg)?? Also, I couldn't find the definition of an Aux Lane—can you pls explain?	<i>Changed "vpd" to "ADT"</i>
59	10/3/2016	Tom Hornish			P 73—SU-30?? Is this commonly understood to those using this manual?	Yes this is. SU-30 is a classification for a specific truck in the AASHTO Design Manua. (Single Unit, 30' long) (Side not this does not refernece the Sukhoi SU-30)
60	10/3/2016	Tom Hornish			App E, P 1 @ bottom requires a new TIA when old one is more than 2 years old. Can you pls explain when a new TIA is required? Is there 1 overall TIA for the whole city, or is this just referring to any TIA for the proposed development?	This is the current standard practice. Development in the area can change significantly within 2 years of an area that affect local traffic. The 2 year requirements requiries a developer to update an older TIA with an updated TIA or sometimes a letter of certication by a licenced professional. There is no overall TIA for the City this references developments.

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
61	10/3/2016	Tom Hornish			App E, P 6, section 171 mitigation refers to various LOS's E & F. How conform to Comp Plan? Also, I don't understand the statement that mitigation is required if LOS D or better upon completion. Can you help me understand?	Discussion Item
62	10/3/2016	Tom Hornish			App E, last page, I thought someone mentioned at last meeting that the City designs the bus turnouts/shelters. Did I misunderstand this?	This statement is in refence to the need of a bus shelter as a result of mitigation for pedestrian impacts. The city or a developer can design the pullout as needed. There is a standard detail added to the standards for a bus pull out.
63	10/3/2016	Tom Hornish			P 14 3.1 first line, is that supposed to be SMC instead of SMS?	Corrected
64	10/3/2016	Tom Hornish			P 46/47 fn's are dangling—just stop in the middle	Corrected
65	10/3/2016	Tom Hornish			P 83 14.3 2d line—"me" should be "be"	Corrected
66	10/3/2016	Tom Hornish			p. 106—numbering of paragraphs?	Corrected
67	10/3/2016	Tom Hornish			App E—paragraphs jump from A to F—are some missing, or is this just misnumbered?	Corrected
68	10/5/2016	Don Gerand			Section 2.2 D. (p. 9) Should change Sammamish Plateau Water and Sewer District to Sammamish Plateau Water District.	Yes and Corrected
69	10/5/2016	Don Gerand			Section 7.7 B(c) "All services within the Town Center shall be placed underground." Comment: probably should say "except high voltage transmission lines" or whatever you call the line along 228 th .	Discussion Item
70	10/5/2016	Don Gerand			Table 7.1 (p. 40) You show the HOA paying maintenance fees for Neighborhood Collector Street and Local Street lighting costs; I assume that if there is no HOA the cost falls to the City as a whole?	Discussion Item
71	10/5/2016	Don Gerand			Table 9.1 (p. 47) Regarding Sidewalk Width, along a Principal Arterial the statement is "Both Sides: 6 feet wide (commercial areas may require up to 10 feet widths at discretion of the Public Works Director." Comment: Since we already have 12 foot sidewalks along 228 th , I recommend changing the 10 to 12 feet.	Discussion Item: 228th is a shared use path and is therefore the required 12' width. Arterials require bike lanes which can reduce the width.
72	10/5/2016	Don Gerand			Section 9.3 Alley; Question: Since alleys are considered private roads, do they still subtract from net density?	Yes they do. Alleys and private street are required to fall within a separate tract.
73	10/5/2016	Don Gerand			Section 9.4 Woonerf: Since they have to follow the standards of alleys, they follow the criterion of alleys "1. Allowed for primary access only when lots served have full frontage on a public street." Comment: Why is this necessary? Is it for fire access?	Good comment. Since woonerfs do allow for parking facilities the need for full frontage to a public street is not warrented. Recommend removing.
74	10/5/2016	Don Gerand			Section 11.3 (A) Access Clearance. "The minimum distance for a residential driveway shall be 35 feet or the posted speed limit, whichever is great..." Comment: This doesn't make sense unless you are saying something like the posted speed limit in feet, since speed limit is in miles per hour.	Adding the following "posted speed limit as measured in feet (ie. 40 mph will be 40 feet),...."
75	10/5/2016	Don Gerand			Section 12.8 (p. 69) B. Private Streets and Alleys "No cul-de-sacs or dead ends shall be allowed if serving more than four dwelling units." Comment: We have many in the City exceeding 4 units and they are doing quite well. There should be exceptions allowed, since private roads require less impervious pavement. And for alleys, they certainly should be able to serve more than 4 units since they are required to have frontage on a public street if are for primary access.	Good Catch, removed since street ends are addressed in another section. <i>Removed</i>

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
76	10/5/2016	Don Gerand			Section 12.8 (p. 69) E. The need for five feet of pedestrian access for projects with more than 2 units seems rather restrictive. I suggest at least for projects with more than 3 units.	Discuss. Section states "except for projects with two dwelling units or less" Two units require a shared driveway. 3 units require a private street. Sidewalk is a requirement of a private street.
77	10/5/2016	Don Gerand			Section 12.8 F (p. 69). Private Street (4 to 30 dwelling units) should have maximum length of 150 street. Many exceed this and in some cases there might be only 2 or 3 homes on them.	Many existing were built on Rural King County Standards. 3 Homes trigger a private road. These standards are to conform to an urban environment based on our standard block spacing of 300'. Longer private roads can be accepted through a deviation process.
78	10/5/2016	Don Gerand			Section 14.3 A (p. 83) there is a typo: "Bicycle facilities shall me the standards.."	corrected
79	10/5/2016	Don Gerand	14.4	Regional Trails	<p>Section 14.4 (p. 84) Regional Trails "Regional Nature Trails are trails that provide recreation for pedestrians and/or equestrians and are soft surface trails (e.g. Emerald Necklace Trail)."</p> <p>Comments: I have two problems with this statement. As it is written, it is required to have equestrian access; I disagree strongly. Second, you have the requirement of a minimum of 10 feet wide with 2 ft shoulder and a five-foot horizontal clear zone shall be maintained on either side of the trail. This is NOT what I envision for the Emerald Necklace Trail, except the existing sections such as the East Lake Sammamish Trail and a few other sections in Issaquah.</p>	<p>The Council can modify this standard. As written, the regional nature trail designation would provide for a 10-foot width where appropriate and desired by the City. PWS Section 14.1 provides flexibility to approve a different standard for all trails, since terrain and conditions vary widely. Providing for the maximum in the standards enables the city to require full sections of trail facilities to be constructed by private development where needed and allow for ADA requirements to be met, where applicable. Section 14.4 allows for, but does not require, equestrian use for Regional Nature Trails. Note that Soaring Eagle Park allows equestrian use and the master plan for Evans Creek Preserve also provides for future equestrian use. However, the Emerald Necklace Trail will be the subject of future planning, primarily by King County, and usage has not yet been determined.</p>
80	10/5/2016	Don Gerand	14.5	Connector Trails	<p>Connector Trail: The standards are minimum six feet wide plus two foot shoulder on either side plus five foot horizontal clear zone on either side (does that mean both sides?). Comment: this also seems like overkill; this amounts to a 20 foot swath; does that mean no trees in the clear zone?</p>	<p>Connector trails are envisioned to be multi-use trails such as in the Lower Commons, as well as connections through the Town Center as envisioned in the Town Center Plan. In order to support both pedestrians and bikes/wheeled vehicles an appropriate width is required for safety. The clear zone (on both sides) ensures obstructions that could be safety hazards do not intrude on the travel-way. Trees located five foot outside of the travel-way may need trimming to provide the appropriate clear zone. As for all trails, flexibility is provided in the standards for a reduced width where appropriate</p>
81	10/5/2016	Don Gerand	14.6	Local Trails	<p>Local Trail (p. 86): "...minimum of four feet wide, 2 foot grade shoulder on either side, and five foot horizontal clear zone on either side": Comment: Again, this sounds like too much clearing for a local trail.</p>	<p>Local trails are multi-use and are located within public easements or public rights-of-way. These trails provide linkages between neighborhoods or are internal to parks. Kids on bikes and strollers are common users for this type of trail, and the width allows for safe passage and ADA standards as applicable. As a comparison, sidewalks are five to six feet wide. As for all trails, flexibility is provided in the standards for a reduced width where appropriate.</p>

#	Date	Name	Chapter/Section	Policy/Goal	Proposed Amendment to Draft	Staff Response
82	10/5/2016	Don Gerand			Section 19.2 Standards General 74 (iii) (p. 107) "The diameter of this wall or well shall be at least equal to the diameter of the tree canopy plus five feet; and/or..." Comment: If you mean diameter plus 5 feet, that means 2.5 feet on each end of the diameter, whereas your Figure 19.1 shows it as Radius plus 5 feet.	Discussion Item
83	10/5/2016	Don Gerand			Appendix A p. 10 definition of Peak Hour of Generator is missing a definition.	Peak Hour of Generator. A development that generated additional traffic on the roadways as determined through a Traffic Analysis and standards adopted by ITE.



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September 13, 2016

Ms. Tammy Mueller
Administrative Research Assistant
Community Development
City of Sammamish

RE: Street Tree List Review

Dear Ms. Mueller:

Per your request, we have conducted a thorough review of the City's street tree list. For the most part, the included species are appropriate for our region and in line with other municipalities in the region. The list is fairly inclusive but there are several appropriate species that could be added if desired.

City Council Concerns

There were concerns regarding some species on the list. Those concerns are shown below in italics, followed by our recommendation:

Cercidiphyllum japonicum Katsura Tree (water requirements/surface roots)

The species is sensitive to drought and will shed leaves prematurely in unusually dry conditions, similar to many other deciduous specimens. The majority of our trees are very shallow-rooted since the majority of moisture is found close to the surface. Prolific surface roots are not unusual on many maple, oak, ash and other hardwood species. Retain on list.

Espresso Kentucky Coffee ("extremely large leaves" – can clog storm-water drains)

This is a large maturing specimen, only appropriate for large planting strips. Has large compound leaves but only small leaflets are shed. Retain on list.

Quercus robur English Oak (germination – can be invasive, requirement of maintenance)

Hardy specimen – retain on list.

Bald Cypress (broadly spreading – may be a line of site issue as a street tree)

Only appropriate in large planting strips. Bushy lower foliage is a sight-line issue if planted in the wrong location near intersections or driveways. Retain on list.

Tilia cordata (potential maintenance issue – "structural issues due to tight branch attachments")

Young trees do require periodic structural pruning to develop a structurally sound form. Retain on list.

For a Forester Every Day is Earth Day

Pyrus calleryana Cambridge Pear – “brittle limbs may be a problem with ice or wet snow”

All pear species have brittle wood structure and are susceptible to breakage when loaded by snow and ice. Pears have been over-planted in our region in the last decade. Retain on list but limit large plantings.

Magnolia grandiflora ‘Victoria’ – can be damaged with wet, heavy snow

Susceptible to breakage from wind, snow or ice. Retain on list but limit large plantings. Most appropriate for protected locations close to buildings.

Marina Strawberry tree – “can suffer severe damage or death due to cold weather” – could be an issue in some years here

Retain on list but limit large plantings.

Cornus kousa dogwood – does not do well on harsh, dry sites (could be a problem if planted in summer months when dry)

Retain on list but limit large plantings.

Comments Regarding Coniferous Species

Evergreens for Street Trees:_____ The street selection in Appendix F is the same that we were given earlier this year. It is entirely lacking in consideration of coniferous species. While conifers can be difficult in constrained space situations there are some that are native to North America which will assist with winter storm water runoff and need to be added to the list. These will also provide variety in street appearance and maintain a year-round green element:___Fraser Fir___Lodgepole Pine___Balsam Fir___Mountain Hemlock___Subalpine Fir___White Spruce___Alberta Spruce___Black Spruce___Mugo Pine___Pacific Yew___Various Juniper species

Conifer trees are generally not recommended for street tree planting due the visual conflicts with the lower canopy involved with driving. Conifers should be used in larger planting strips that do not conflict with sight lines around intersections and driveways; or overhead conflicts. Recommended native species would include shore pine (lodgepole), Ponderosa pine, grand fir, Noble fir and Douglas-fir. Non-native species would include Austrian pine (black pine), Scots pine, white fir, white spruce, Colorado spruce and Norway spruce.

Where additional space is available (such as on islands) I feel that we should consider including the following conifers along with our local Douglas Fir, Red Cedar, and Hemlock:_____Western White Pine___Noble Fir___Ponderosa Pine___Grand Fir___Sitka Spruce___Silver Fir___White (Concolor) Fir___Western Larch (Tamarack)___Colorado Blue Spruce___Engelmann Spruce

We would agree with this comment except that silver fir, western larch and Engelmann spruce will not do well in our climate and are not recommended for planting. Pine species are much more tolerant of drought conditions than fir or spruce and should be planted in larger numbers. Pine species will be much more suited to a drier and warmer climate if the current trend continues.

In addition to the above conifers I believe that the following deciduous species should also be included for street plantings:___White Birch___Gray Birch___Water (Western) Birch___Red

Exhibit 3

September 13, 2016

Street Tree List Review

Page 3

Maple__Sugar Maple__Cut Leaf Birch__Mountain Ash__Various Crabapples__Quaking Aspen__Elm

Birch trees across our region are being heavily impacted by the Birch Bronze Borer. This pest has caused significant mortality over the last two years. Birch plantings should be avoided for the next few years. There are several varieties of maple, ash (*Fraxinus*) and mountain ash (*Sorbus*), as well as crabapples and elm that are appropriate to be added to the list. We would recommend expanding the list to include some of these cultivated varieties that would be appropriate for use as street trees.

Conclusions and Recommendations

The Street Tree List is attached. Recommended revisions are shown in red. No trees are recommended to be removed from the list. All species are appropriate as street trees given an appropriate location is chosen for the species.

The list should be re-organized by the width of the potential planting strip. Small trees are normally planted in small planting strips averaging 4' in width (3' to 5'). Medium size trees are normally planted in strips averaging 6' in width (5' to 7') and large maturing specimens in strips 8' and greater. This will help to ensure the right species is chosen for the location and to help minimize future damage to infrastructure caused by tree roots.

Larger maturing specimens should be planted where appropriate. These are the trees that will ultimately provide the most canopy coverage and create the most unique landscapes into the future.

Please let us know if you have any questions or if we can be of further assistance.

Sincerely,



Bob Layton
ISA Certified Arborist #PN-2714A
ISA Tree Risk Assessment Qualified

LARGE COLUMNAR TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Acer nigrum</i> 'Green Column' Green Column Black Sugar Maple	50	10	No	6	N/A		Good close to buildings
<i>Nyssa sylvatica</i> Tupelo	60 ⁵⁰	20 ²⁵	No	6 ✓	N/A		Handsome chunky bark – Great Plant Pick
✓ <i>Quercus</i> 'Crimschmidt' Crimson Spire Oak	45	15	No	6	N/A		Hard to find in the nursery trade
✓ <i>Quercus frainetto</i> Italian Oak	50	30	No	6 ✓	N/A		Drought resistant – beautiful green, glossy leaves in summer. Great Plant Pick
✓ <i>Quercus robur</i> 'fastigiata' Skyrocket Oak	40	15	No	6 ✓	N/A		Columnar variety of oak

LARGE TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Acer saccharum</i> 'Bonfire' Bonfire Sugar Maple	50	40	No	6 8	N/A		Fastest growing sugar maple
✓ <i>Acer saccharum</i> 'Commemoration' Commemoration Sugar Maple	50	35	No	6 8	N/A		Resistant to leaf tatter. Great Plant Pick
✓ <i>Acer saccharum</i> 'Green Mountain' Green Mountain Sugar Maple	45	35	No	6 8	N/A		Reliable fall color. Great Plant Pick
✓ <i>Acer saccharum</i> 'Legacy' Legacy Sugar Maple	50	35	No	5 6	N/A		Limited use - where sugar maple is desired in limited planting strip area. Great Plant Pick
✓ <i>Aesculus flava</i> Yellow Buckeye	60	40	No	6 8			Least susceptible to leaf blotch – large fruit – fall color is varied, but quite beautiful

LARGE

✓	Cercidiphyllum japonicum Katsura Tree	40	40	No	6 ✓	N/A		Needs lots of water when young – can produce large surface roots. <u>Great Plant Pick</u>
✓	Fagus sylvatica Green Beech	50 90	40	No	6 ✓ 8	N/A		Silvery-grey bark
✓	Fagus sylvatica 'Asplenifolia' Fernleaf Beech	60 70	50 40	No	6 ✓ 8	N/A		Beautiful cut leaf. <u>Great Plant Pick</u>
✓	Gymnocladus dioicus 'Espresso' Espresso Kentucky Coffee	50	35	No	6 ✓ 8	N/A		Very coarse branches - extremely large bi-pinnately compound leaves
✓	Liriodendron tulipifera Tulip Tree	60	30	No	8 ✓	N/A		Fast-growing tree – can get very large in open conditions
✓	Quercus bicolor Swamp White Oak	60 50	45	No	8 ✓	N/A		Interesting shaggy peeling bark
✓	Quercus coccinea Scarlet Oak	60 50	40	No	6 ✓ 8	N/A		Best oak for fall color
✓	Quercus imbricaria Shingle Oak	60	50	No	6 ✓ 8	N/A		Nice summer foliage - leaves can persist throughout the winter
✓	Quercus muhlenbergii <i>Chinkapin</i> Chestnut Oak	60	50	No	6 ✓ 8	N/A		coarsely toothed leaf
✓	Quercus robur English Oak	60 50	40	No	8	N/A		Large, sturdy tree. Acorns do not need dormant cold period to germinate, so can be invasive.
✓	Quercus rubra Red Oak	60	45	No	8	N/A		Fast growing oak – large tree that needs space

✓	Quercus velutina Black Oak	60 70	50	No	8	N/A		More drought tolerant than red oak
✓	Taxodium distichum Bald Cypress	55 65	35	No	8	N/A		A deciduous conifer, broadly spreading when mature – columnar when young. Great Plant Pick
✓	Ulmus 'Homestead' Homestead Elm	60	35	No	6	N/A		Complex hybrid - close in form to American elm - Resistant to Dutch elm disease

LARGE TREES – CONTINUED

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Ulmus</i> 'Frontier' Frontier Elm	50	35	No	6	N/A		Resistant to Dutch elm disease
✓ <i>Zelkova serrata</i> 'Greenvase' Green Vase Zelkova	45	40	No	6	N/A		Attractive exfoliating bark provides Winter appeal. Dark green leaves turn orange-red and purple in Fall. Great Plant Pick
✓ <i>Zelkova serrata</i> 'Village Green' Village Green Zelkova	40	40	No	6	N/A		Green Vase, Mussichino and Halka are improved forms. Great Plant Pick

MEDIUM / LARGE TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Acer campestre</i> Hedge Maple	50 40	30	No	5	N/A		Contrary to its name, this is not a small tree – nice overall shape and structure

✓	<i>Acer campestre</i> 'Evelyn' Queen Elizabeth Hedge Maple	40	30	No	5	N/A		More upright branching than the species.
✓	<i>Acer freemanii</i> 'Autumn Blaze' Autumn Blaze Maple	50	40	No	6	N/A		Cross between red and silver maple – fast growing with good fall color
✓	<i>Acer miyabei</i> 'Morton' State Street Maple	40	30	No	6 1/8	N/A		Similar to, but faster growing and larger than Hedge maple
✓	<i>Acer pseudoplatanus</i> 'Atropurpureum' Spaethii Maple	40	30	No	5 1/8	N/A		Leaves green on top purple underneath.
✓	<i>Aesculus x camea</i> 'Briotii' Red Horsechestnut	30	35	No	6			Resists heat and drought better than other horsechestnuts

MEDIUM / LARGE TREES - CONTINUED

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Nothofagus antarctica</i> Antarctic Beech	50	35 30	No	5 1/6	N/A		Rugged twisted branching and petite foliage – difficult to find in the nursery trade
✓ <i>Tilia americana</i> 'Redmond' Redmond Linden	50 60	30 35	No	8 ✓	N/A		Pyramidal, needs extra water when young
✓ <i>Tilia cordata</i> 'Greenspire' Greenspire Linden	40	30	No	6 ✓	N/A		Symmetrical, pyramidal form – sometimes has structural issues due to tight branch attachements
✓ <i>Ulmus parvifolia</i> 'Emer II' Allee Elm	45 60	35 40	No	5 1/8	N/A		Exfoliating bark and nice fall color – Resistant to Dutch Elm Disease

MEDIUM COLUMNAR TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/View Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Carpinus betulus</i> 'Fastigiata' Pyramidal European Hornbeam	40 35	15 20	No	5 1/6	N/A		Broadens when older. Great Plant Pick

✓ <i>Fagus sylvatica</i> 'Dawyck Purple' Beech	40 45	12 15	No	6 ✓	N/A		Purple foliage.
✓ <i>Liriodendron tulipifera</i> 'Fastigiatum' Columnar Tulip Tree	40 60	10 20	No	6 ✓			Good next to buildings – can have problems with tight branch angles. Great Plant Pick
✓ <i>Malus 'Tschonoskii'</i> Tschonoskii Crabapple	30	15	Yes	5/4			Sparse green fruit, pyramidal
✓ <i>Oxydendron arboreum</i> Sourwood	35	12 15	No	5/4			Consistent and brilliant fall color. Great Plant Pick
✓ <i>Pyrus calleryana</i> 'Cambridge' Cambridge Pear	40	15	No	5/4			Narrow tree with better branch angles and form than the species – brittle limbs may be a problem with ice or wet snow

MEDIUM TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/Vie w Covenant s	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Acer grandidentatum</i> 'Schmidt' Rocky Mt. Glow Maple	25	20	Yes	5 ✓	N/A		Intense red fall color - Limited availability in nursery trade
✓ <i>Acer truncatum x A. platanoides</i> 'Keithsform' Norwegian Sunset Maple	35	25	No	5/6	N/A		Reliable fall color - nice reddish orange
✓ <i>Acer truncatum x A. platanoides</i> 'Warrensred' Pacific Sunset Maple	30	25	Yes	5/6	N/A		Limited use under higher wires
✓ <i>Betula albosinensis var septentrionalis</i> Chinese Red Birch	40	35	No	5/6	N/A		White and pink peeling bark. Great Plant Pick
✓ <i>Carpinus caroliniana</i> American Hornbeam	25	20	Yes	5/6	N/A		Outstanding fall color (variable – yellow, orange, red) – nice little tree. Great Plant Pick
✓ <i>Cladrastis kentukea</i> Yellowwood	40	40	No	5/6			White flowers in spring, resembling wisteria flower – blooms profusely only every 2 to 4 years – yellow/gold fall color

Exhibit 3

✓	<i>Cornus controversa</i> 'June Snow' Giant Dogwood	40	30	No	5/6			Frothy, 6-inch clusters of white flowers in June – Great Plant Pick
✓	<i>Crataegus crus-galli</i> 'Inermis' Thornless Cockspur Hawthorne	25	30	Yes	5/4			Red persistent fruit
✓	<i>Cornus</i> 'Eddie's White Wonder' Eddie's White Wonder Dogwood	30	20	Yes	5/4			A hybrid of <i>C. florida</i> and <i>C. nuttallii</i>
✓	<i>Crataegus x lavalii</i> Lavalle Hawthorne	25	20	Yes	5/4			Thorns on younger trees. Great Plant Pick
✓	<i>Davidia involucrata</i> Dove Tree	40 ₃₅	30	No	5/6		N/A	Large, unique flowers in May. Great Plant Pick
✓	<i>Eucommia ulmoides</i> Hardy Rubber Tree	50 ₅₅	40	No	6/8	N/A	N/A	Dark green, very shiny leaves – insignificant fall color
✓	<i>Fagus sylvatica</i> 'Rohanii' Purple Oak Leaf Beech	50	30	No	6/8	N/A	N/A	Attractive purple leaves with wavy margins. Great Plant Pick
✓	<i>Halesia monticola</i> Mountain Silverbell	45 ₄₀	25	No	5/4			Attractive small white flower
✓	<i>Halesia tetraptera</i> Carolina Silverbell	35	30	No	5/4			Attractive bark for seasonal interest
✓	<i>Koelreuteria paniculata</i> Goldenrain Tree	30	30	Yes	5/4			Midsummer blooming – slow growing. Great Plant Pick
✓	<i>Magnolia denudata</i> Yulan Magnolia	40	40	No	5/4		N/A	6" inch fragrant white flowers in spring. Great Plant Pick
✓	<i>Magnolia grandiflora</i> 'Victoria' Victoria Evergreen Magnolia	25	20	Yes	5/4		N/A	Evergreen magnolia – can be damaged in years with wet, heavy snow. Great Plant Pick
✓	<i>Magnolia kobus</i> 'Wada's Memory' Wada's Memory Magnolia'	30	20	Yes	5/4			Does not flower well when young. Great Plant Pick
✓	<i>Ostrya virginiana</i> Ironwood	40 ₃₅	25	No	5/4	N/A		Hop like fruit – slow growing
✓	<i>Phellodendron amurense</i> 'Macho' Macho Cork Tree	40	40	No	5/6	N/A		This variety is fruitless – fall color can be varied. High drought tolerance
✓	<i>Prunus cerasifera</i> 'Krauter Vesuvius' Vesuvius Flowering Plum	30 ₂₅	20	Yes	5/4		N/A	Burgundy colored leaves – tree best used as an accent rather than in mass plantings
✓	<i>Quercus illex</i> Holly Oak	40	30	No	5/6	N/A	N/A	Evergreen oak - Underside of leaf is silvery-white. Often has a prominent umbrella form
✓	<i>Rhamnus purshiana</i> Cascara	30	20	Yes	5/4	N/A		Native tree – fall color depends on exposure – purplish fruit feeds many native birds

✓	<i>Sorbus x hybridia</i> Oakleaf Royal Mt. Ash	30	20	Yes	5 / 4			It has leaves which are similar to English oak, and interesting bark for seasonal features.
✓	<i>Styrax japonica</i> Japanese Snowbell	25	25	Yes	5 / 4			Reliable and easy to grow, it has plentiful, green 1/2" inch seeds. Flowers similar to lily in the valley. Great Plant Pick
✓	<i>Tilia cordata</i> 'De Groot' De Groot Littleleaf Linden	30	20	Yes	5 / 4	N/A		One of the smaller stature littleleaf lindens.
✓	<i>Tilia cordata</i> 'Chancole' Chancellor Linden	35 / 40	20	No	6 ✓	N/A		Pyramidal when young. Fragrant flowers that attract bees.
✓	<i>Ulmus parvifolia</i> 'Emer I' Athena Classic Elm	30	35	No	5 / 4	N/A		High resistance to Dutch Elm Disease. Drought resistant. Cinnamon colored exfoliating bark for seasonal interest.

SMALL COLUMNAR TREES

	Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/Vie w Covenant s	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓	<i>Maackia amurensis</i> Amur Maackia	30	20	Yes	5 / 4		N/A	Interesting exfoliating bark – flowering in June or July - varies in intensity from year to year
✓	<i>Malus</i> 'Adirondack' Adirondack Crabapple	20	10	Yes	5 / 4			Very resistant to apple scab – one of the narrowest crabapples – persistent reddish 1/4" fruit. Great Plant Pick
✓	<i>Malus</i> 'Red Barron' Red Barron Crabapple	20	10	Yes	5 / 4			Deep pink blossom and persistent red berries for seasonal interest
✓	<i>Prunus serrulata</i> 'Amanogawa' Amanogawa Flowering Cherry	20	8 / 10	Yes	6 / 4			Pinkish flower bud, changing to white flower.
✓	<i>Sorbus americana</i> 'Dwarfcrowm' Red Cascade Mountain Ash	20	10	Yes	5 / 4			Nice winter form - Red berries persistent in clusters

SMALL TREES

Scientific & Common Name	Mature Height (ft)	Spread (ft)	Under Wires/Vie w Covenants	Min Strip Width (ft)	Flower Color	Fall Color	Comments
✓ <i>Acer buegerianum</i> Trident Maple	30 25	30 25	Yes	5 4	N/A		Somewhat shrub-like – must train to a single stem – interesting bark. Great Plant Pick
✓ <i>Acer ginnala</i> 'Flame' Flame Amur Maple	25	20	Yes	5 4			Clusters of small cream colored flowers in spring – very fragrant. Nice fall color. Informal branch structure.
✓ <i>Acer griseum</i> Paperbark Maple	30 25	20	Yes	5 4	N/A		Peeling cinnamon colored bark for seasonal interest. Great Plant Pick
✓ <i>Acer palmatum</i> Japanese Maple	20	25	Yes	5 4	N/A		Many varieties available – select larger varieties for street planting
✓ <i>Acer triflorum</i> Three-Flower Maple	25	20	Yes	5 4	N/A		Multi seasonal interest with tan, exfoliating bark and red, orange/red fall color. Great Plant Pick
✓ <i>Amelanchier grandiflora</i> 'Princess Diana' Princess Diana Serviceberry	20	15	Yes	4			Good for narrower planting strips
✓ <i>Amelanchier x grandiflora</i> 'Autumn Brilliance' Autumn Brilliance Serviceberry	20	15	Yes	4			Good for narrower planting strips – reliable bloom and fall color
✓ <i>Arbutus unedo</i> 'Marina' Strawberry Tree	25	20	Yes	5 4		N/A	Substitute for Pacific madrone – can suffer severe damage or death due to cold weather - evergreen
✓ <i>Carpinus japonica</i> Japanese Hornbeam	20 30	25	Yes	5 6	N/A		Wide spreading, slow growing – fall color is not outstanding. Great Plant Pick
✓ <i>Cercis canadensis</i> Eastern Redbud	25	30	Yes	5 4			Deep pink flowers on bare twigs in spring
✓ <i>Cercis siliquastrum</i> Judas Tree	25	30	Yes	5 4			Deep pink flowers on bare twigs in spring – drought resistant
✓ <i>Cornus alternifolia</i> Pagoda Dogwood	25	25	Yes	5 4			Small white flowers in flat clusters – fall color

Exhibit 3

							is varied. Great Plant Pick
✓	<i>Cornus kousa</i> 'Chinensis' Kousa Dogwood	20	20	Yes	4 ✓		 Does not do well on harsh, dry sites. Great Plant Pick
✓	<i>Cotinus obovatus</i> American Smoke Tree	25	25	Yes	4 ✓		 Showy pinkish panicles of flowers in the spring – reddish purple leaves on some varieties. Great Plant Pick
✓	<i>Lagerstroemia 'tuscara'</i> Tuscarora Hybrid Crape Myrtle	20	20	Yes	4 ✓		 Light cinnamon brown bark lends year round interest – drought resistant – likes a warm site
✓	<i>Magnolia 'Elizabeth'</i> Elizabeth Magnolia	30	20	Yes	5 / 4		N/A Yellowish to cream colored flower in spring. Great Plant Pick
✓	<i>Magnolia 'Galaxy'</i> Galaxy Magnolia	25	25	Yes	5 / 4		 Showy pink flowers. Great Plant Pick
✓	<i>Magnolia x loebneri</i> Loebner Magnolia	20	20	Yes	5 / 4		 Flower is 'star' shaped rather than tulip like – white to pinkish white in March or April. Great Plant Pick
✓	<i>Malus 'Golden Raindrops'</i> Golden Raindrops Crabapple	20	20	Yes	5 / 4		 Disease resistant – persistent yellow fruit in fall and winter. Great Plant Pick
✓	<i>Malus 'Donald Wyman'</i> Donald Wyman Crabapple	25	25	Yes	5 / 4		 Large white blossom – nice green foliage in summer
✓	<i>Malus 'Lancelot' ('Lanzam')</i> Lancelot Crabapple	15	15	Yes	4		 Red flower buds, blooming white – red persistent fruit
✓	<i>Parrotia persica</i> Persian Parrotia	30	20 / 25	No / YES	5 / 4		 Blooms before it leafs out – drought tolerant - Varied fall color - reds, oranges and yellows. Great Plant Pick
✓	<i>Prunus 'Frankthrees'</i> Mt. St. Helens Plum	20	20	Yes	5 / 4		N/A Burgundy colored leaves – tree best used as an accent rather than in mass plantings
✓	<i>Prunus 'Newport'</i> Newport Plum	20	20	Yes	5 / 4		N/A Burgundy colored leaves – tree best used as an accent rather than in mass plantings
✓	<i>Prunus 'Snowgoose'</i> Snow Goose Cherry	20	20	Yes	5 / 4		 This selection sports abundant white flowers and healthy green, disease-resistant foliage
✓	<i>Prunus x yedoensis 'Akebono'</i> Akebono Flowering Cherry	25	25	Yes	6 / 4		 Has masses of large, semi-double, pink flowers – most widely planted cherry in Pacific Northwest

Exhibit 3

✓	<i>Sorbus alnifolia</i> Korean Mountain Ash	35 ⁴⁰	30 ²⁵	No	5 ⁶			Simple leaves and beautiful pink/red fruit. Great Plant Pick
✓	<i>Stewartia monodelpha</i> Orange Bark Stewartia	30	20	Yes	5 ⁴			Extraordinary cinnamon colored bark – avoid hot, dry sites. Great Plant Pick
✓	<i>Stewartia pseudocamellia</i> Japanese Stewartia	25 ³⁰	15 ²⁰	Yes	5 ⁶			Patchwork bark, white flower in spring. Great Plant Pick
✓	<i>Styrax obassia</i> Fragrant Styrax	25	20	Yes	5 ⁴			Smooth gray bark and fragrant white flowers. Great Plant Pick

Exhibit 3

Appendix I RIGHT OF WAY VACATION

DRAFT

Street and Alley Vacation Procedures

A street “vacation” means that the public is letting go of, or “vacating”, the public interest in a public right-of-way. After a street or an alley is vacated, the public no longer has a right to the use of the property for access. The purpose of the appendix section is to establish the procedures, notice requirements and fees for the vacation of streets and within the City. This appendix is intended to implement the authority granted to the City by Chapter 35.79 RCW and RCW 35A.47.020 and to conform to their provisions.

B. Initiation of Vacation

The owners of an interest in any real property abutting upon any public right-of-way who may desire to vacate the full right-of-way, or any part thereof, may petition the City council. In the alternative, the City council may itself initiate a vacation by resolution. The petition or resolution shall be filed with the City clerk.

C. Petition for Vacation

The petition shall be in the form prescribed by the Public Works Director. The petition shall also discuss the criteria set forth. The sufficiency of the petition shall be governed by RCW 35A.01.040.

D. Petition Fees

Every petition for the vacation shall be accompanied by a fee in the amount established by resolution by the City to defray the administrative costs incurred in processing the petition, publishing, posting and mailing notices, plus any consulting costs incurred by the City during the review process.

E. Survey, Vicinity Map, Plat Map and Legal Description

1. Every petition shall be accompanied by:
 - i. A survey, containing an exact legal description of the portion of the right – of-way to be vacated prepared and sealed by a professional land surveyor, registered in the State of Washington;
 - ii. A vicinity map showing the general area of the proposed vacation;

- iii. A plat map prepared and sealed by a professional land surveyor, registered in the State of Washington, indicating the specific parcels abutting the proposed right of way to be vacated;
 - iv. A name and address of all property owners for the properties, which lie within three hundred (300) feet of the right of way to be vacated.
2. Flagging which indicates the boundaries of the right-of-way shall be installed within the survey is conducted.

F. Setting of Hearing

Upon receipt of the petition, fee, and all required documents, the City clerk shall make a determination whether the petition has been signed by the owners of more than two-thirds (2/3) of the property owners abutting the part of the right-of-way to be vacated. The City clerk shall then forward the petition and required documents to the Public Works Director for further review and action. If the petition has been signed by required signatures, the petition shall be forwarded to the City Council. The City council shall, by resolution, fix a time when the petition will be heard and determined by the City council or committees. The hearing shall not be more than 60 days nor less than 20 days after the date of adoption of the resolution. Where the City Council initiates the vacation by resolution, that resolution shall fix a time when the proposed vacation will be heard by the City Council or committee.

G. Staff Report

The public works department shall prepare a report concerning the proposed vacation, which shall address the criteria listed in this Appendix. The City Council shall use this report in determining whether to vacate the right-of-way or a portion thereof, and such other information as deemed appropriate by the department. In preparing the report, the department shall solicit comments from the police, fire, other City departments, utilities, and other governmental agencies which may be affected by the right-of-way vacation. The report shall be submitted to the City Council, or Committee members hearing the matter, and to the petitioners, not less than five (5) days before the hearing.

H. Notice of Hearing

Upon passage of the resolution fixing the time for the hearing the petition or proposal for vacation, the City clerk shall give notice to the time, place and purpose of the hearing as set forth in RCW 35.79.020 and by;

1. Publishing written notice once in the City's official newspaper;
2. Posting a placard in a visible place at each end of right-of-way to be vacated. The placard shall be highly visible and at least 11 by 14 inches in size, and shall include a map showing the location of the right-of-way to be vacated;
3. Mailing written notice to all petitioners at the address on the petition and all owners of property abutting the right-of-way to be vacated, as shown on the records of the King County assessor. In addition, notice shall be given to the owners of property which lie within 300 feet beyond the right-of-way to be vacated, measuring in both directions around the subject area. The public works department shall send the same written notice to the petitioners at the address on the petition.

I. Protest

If 50 percent or more of the owners of the abutting property file written objections with the City clerk, prior to the time of the hearing, the City shall not proceed with the resolution.

J. Compensation for the Vacation

1. Where a vacation has been initiated by petition, the owners of the property abutting the area vacated, shall pay to the City, prior to the effective date of the ordinance vacating the area, a sum equal to one-half of the appraised value of the area, plus the full cost of physical closure and road repairs.
2. Where the vacation was initiated by the City Council or was a requirement by the City as a condition of a permit or approval, the owners of the property abutting the area vacated shall not be required to pay such sum that includes the appraised value of the area and costs associated with the physical closure.
3. Where the vacation was acquired at public expense, the owners of the properties abutting the vacated area shall pay to the City a sum equal to the full appraised value of the area to be vacated.

4. Conveyance of other property acceptable to the City may be made in lieu of the required payment, where required to mitigate adverse impacts of the vacation. When the conveyance is made for street purposes, one-half of the fair market value of the land conveyed shall be credited to the required payment. When the conveyance is made in fee for purposes other than street purposes, the full appraised value of the land conveyed shall be credited to the required payment.
5. When the value of the in-lieu parcel is less than the required payment, the petitioners shall pay the difference to the City. When value of the in-lieu area exceeds the required payment, the City shall pay the difference to the petitioners.

K. Appraisals

1. The director of public works shall determine the appraised value of the area vacated based on an appraisal from a state-certified real estate appraiser who has an MAI or SRA designation from the Appraisal Institute. To obtain such appraisal, the director shall present to the representatives of the petitioners a list of three such certified and designated appraisers from which one shall be selected. The petitioner shall pay from the appraisal. If the director is not satisfied with the appraisal, the director may order a second appraisal from a state-certified appraiser. The City shall pay for the second appraisal.
2. The director shall use the appraisal having the highest value for the area to be vacated. The Director of Public Works shall be responsible for obtaining the appraisal for areas to be granted to the City in-lieu of cash payment as stated in this Appendix.

L. Payment of Compensation of Conveyance

After determining the appraisal value of the right-of-way to be vacated, the Director of Public Works shall notify the representative of the petitioners of the amount of compensation. The payment shall be delivered to the director, who upon receipt of payment, shall transmit it to the finance department for deposit in the street fund and shall make a written report of the payment to the City council. If the petitioner has been authorized to deliver an instrument granting or dedicating to the City a parcel or parcels of land in lieu of cash payment, the director, at the petitioner's expense, may obtain either a policy of title insurance insuring title of the property in the City, or a certificate of title as to the title thereof. Upon receipt of such policy or certificate, the director shall transmit it to the City council.

Exhibit 4



Memorandum

Date: October 18, 2016

To: City Council

From: Tawni Dalziel, P.E,
Sr. Stormwater Program Manager

Re: Storm and Surface Water Management Comprehensive Plan
Monitoring Programs and Contributions

Attachment A – Monitoring goals identified in City’s Comprehensive Plan

Overview

During the September 13, 2016 City Council study session, the City Council requested that staff provide the Council with further information on current water quality monitoring efforts and a compilation of monitoring goals identified in the 2015 City of Sammamish Comprehensive Plan. This information would enable the City Council to discuss the level and types of monitoring to include in the City’s 2016 Storm and Surface Water Management Comprehensive Plan.

Public Works will present an overview of the City’s current monitoring programs and contributions, review monitoring goals listed in the 2015 City of Sammamish Comprehensive Plan, and discuss the proposed monitoring levels of service in the draft 2016 Storm and Surface Water Management Comprehensive Plan.

Current monitoring programs include the following:

- Ebright Creek and Headwaters at Wetland 61 and Wetland 17
- King County Small Lakes Monitoring Program
 - Pine Lake - <http://green2.kingcounty.gov/SmallLakes/LakePage.aspx?SiteID=31>
 - Beaver Lake 1 - <http://green2.kingcounty.gov/SmallLakes/LakePage.aspx?SiteID=5>
 - Beaver Lake 2 - <http://green2.kingcounty.gov/SmallLakes/LakePage.aspx?SiteID=6>
- King County Swimming Beach Monitoring (Sammamish Landing, Pine Lake Park, and Beaver Lake Park)
<http://green2.kingcounty.gov/swimbeach/>
- Ecology Regional Stormwater Monitoring Program (RSMP)

<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/rsmp/rsmp.html>

Monitoring goals listed in the 2015 City of Sammamish Comprehensive Plan are identified in Attachment A.

Needed Direction

The goal of the October 18, 2016 meeting is to clarify the recommended water quality monitoring levels of service in the draft 2016 Storm and Surface Water Management Comprehensive Plan. Please feel free to contact staff with any questions you may have.

Attachment A

2015 Sammamish Comprehensive Plan

Environmental Monitoring Policies and Goals

Volume I: Goals and Policies - Environmental & Conservation Element

Policy EC.3.13 Encourage enhancement or restoration of degraded wetlands to maintain or improve wetland ecosystem functions through removal of non-native invasive vegetation and installation of native vegetation and habitat features as appropriate. Wetland functions must first be evaluated in a wetland study and adequate maintenance, monitoring, code enforcement and evaluation must be provided and assured by responsible parties. Restoration or enhancement must result in a net improvement to wetland ecosystem functions of the wetland system. Consider providing technical assistance to small property owners.]

Policy EC.3.14 Consider allowing alterations to wetlands or buffers as needed to allow public agency or utility development projects that avoid, minimize and mitigate impacts to wetland ecosystem functions to the maximum extent feasible. Allow reasonable use of private property that reflects appropriate impact avoidance and minimization measures, and that provides mitigation that enhances and protects all wetland ecosystem functions. Avoidance and minimization measures should reflect the least harmful and most reasonable alternatives and should provide appropriate mitigation, maintenance and monitoring] sufficient to provide lasting protection of affected wetland ecosystem functions.

Exhibit 1

Policy EC.3.16 Preserve in perpetuity land used for wetland mitigation. Require a project proponent to provide monitoring and maintenance in conformance with the City standards until the success of the site is established. Consider the use of open space tracts to further mitigate the detrimental impacts of development to critical areas and lakes. Encourage open space to be located where it will have the maximum environmental benefit such as between a development and adjacent critical area when practicable. Require dedication of open space tracts to the City where appropriate to ensure the maximum environmental benefit is maintained.

Policy EC.5.20 Support an expanded citizens' lake monitoring program with local community groups, as appropriate.

Policy EC.5.21 Support a watershed monitoring program to include streams and shallow groundwater, as appropriate.

Policy EC.5.24 Support updated watershed/lake modeling analyses to validate lake models and to make new phosphorous loading and lake condition forecasts.

Policy EC.5.32 Work with local community groups, state, county and other agencies to obtain funding for water quality monitoring and inspection and planning.

Policy EC.5.36 Provide for contingency measures to control nonpoint sources of pollution from site development construction and post-construction stormwater runoff as warranted by monitoring and inspection.

Policy EC.5.39 In conjunction with other agencies with jurisdiction, play an active role monitoring and enforcing all water quality regulations in the Pine Lake and Beaver Lake watersheds. In addition, periodically review the effectiveness of development regulations and enforcement efforts and make modifications as appropriate.

Exhibit 1

Policy EC.5.50 In partnership with other agencies, improve surface waters designated by the State as Water Quality Impaired under the Clean Water Act (water bodies included on the State 303(d) list) through monitoring, source controls, best management practices, enforcement of existing codes and Total Maximum Daily Load plans (TMDLs). Maintain and improve the water quality of all other state-classified water bodies through these same measures and other additional measures that may be necessary to ensure there is no loss of existing beneficial uses. When feasible, restore any beneficial uses lost since November 1975, consistent with the Federal Clean Water Act.

Policy EC.5.53 Prepare regulations or rules that direct each development project proposing water treatment features to provide water chemistry data for a two year or longer monitoring period, operations and maintenance (O&M) requirements and a professional report indicating that the installation and O&M program will meet State water quality criteria.

Volume I: Goals and Policies - Shoreline Element

Page 137 a *This Program should provide a level of protection to critical areas within the shoreline jurisdiction that is at least equal to the protection provided by the City's critical areas regulations (SMC 21A.50) adopted pursuant to the Growth Management Act and the City's Comprehensive Plan.*

Page 143 e *Point and non-point source pollution should be managed on a comprehensive, basin-wide basis to protect water quality and support the efforts of shoreline property owners to maintain shoreline ecological functions.*

Vol II: Background Information - Environment & Conservation Background Information

- EC.12 Sammamish's three lakes, Lake Sammamish, Pine Lake, and Beaver Lake, are regulated under the city's Shoreline Master Program (SMP), which fulfills the requirements of the Washington State Shoreline Management Act and associated guidelines. The SMP balances local needs, interests and character with the general public's interests in protecting key shoreline environments and important resources. The shoreline jurisdiction includes lands extending landward 200 feet from the subject lake's ordinary high water mark and includes associated floodplain areas and wetlands that meet specified criteria described in SMC 25.02.010(80) and 25.05.010.
- EC.13 In addition to Critical Area regulations and Shoreline Master Program regulations, the City protects water quality and quantity through Sammamish Municipal Code Title 13, Surface Water Management. The City's adopted Stormwater Management Comprehensive Plan (2001) identifies local stormwater quantity and quality problems and methods to address identified issues.



Meeting Date: October 18, 2016

Date Submitted: 10/13/2016

Originating Department: Finance IT

Clearances:

- | | | |
|--|--|--|
| <input 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: Consideration of an interim 2017 Surface Water Management fee increase

Action Required: Approval of an increase of 5% in the City's 2017 Surface Water Fee

Exhibits: N/A

Budget: Enterprise Surface Water (SWM) Utility Fund # 408 and SWM capital fund # 438

Summary Statement: This motion would authorize a 5% increase in the City's surface water management (SWM) Fee for 2017 and 2018 in advance of the planned 2017 surface water rate study. A 2.5% rate increase for 2017 and 2018 was already planned as part of the adoption of the previous rate study results and recommendations. Approval of this resolution would provide authorization to increase the SWM rate by 5% instead of the currently planned 2.5%.

Background: Council most recently deliberated on the overall funding for the Surface Water Management (SWM) enterprise utility fund for the 2017-2018 budget at the Council's special meeting on October 11th. At that meeting, Council directed staff to include an opportunity for continued discussion on this item as part of their October 18th, Regular Council meeting. The City Manager's preliminary 2017-2018 Budget includes an increase of 2.5% per year for 2017 and 2018 respectively. Consideration of an increase of 5% per year would amount to the following: The 2016 Single Family Residence (SFR) surface water rate = \$214 per year. An increase of 2.5% would equate to an annual rate of \$219 for 2017 and \$225 for 2018. This is a \$5 and \$6 increase per year per SFR for the 2017 and 2018 periods respectively. Correspondingly, an increase of 5% would equate to an annual rate of \$225 for 2017 and \$236 for 2018. This is a \$11 and \$11 increase per year per SFR for the 2017 and 2018 periods respectively.

Financial Impact: If the recommended Interim rate increase of 5% is approved for 2017, this would generate approximately \$115,000 more annually to the City's Surface Water Management fund than the previous 2.5% rate increase would have generated.

Recommended Motion: To approve a 5% rate increase (equivalent to an additional \$11 per year per each single-family residential unit) to the City's 2016 surface water management fee for 2017 and 2018.



Meeting Date: October 18, 2016

Date Submitted: 10/12/2016

Originating Department: Public Works

Clearances:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Attorney | <input checked="" 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: An Emergency Ordinance Amending the Stormwater Management Regulations for the Tamarack Neighborhood

Action Required: Adopt Emergency Ordinance

Exhibits: 1. Emergency Ordinance w/ Attachments

Budget: N/A

Summary Statement:

This Emergency Ordinance amends the Sammamish Surface Water Design Manual and the Sammamish Municipal Code (SMC) 13.20.020, related to the control of stormwater in the Tamarack assessors plat.

Background:

On March 17, 2015, the City Council adopted Ordinance O2015-389, which modified the stormwater development regulations in the Inglewood neighborhood. This Ordinance requires that development within the Inglewood neighborhood, which results in more than 500 square feet of new and/or replaced impervious surface, comply with the requirements of the Landslide Hazard Drainage Area established in the Sammamish Surface Water Design Manual.

The Landslide Hazard Drainage Area generally sets forth two options for regulating drainage discharge – pipe the stormwater drainage to a point where it won't create problems or infiltrate the stormwater such that a zero increase in stormwater leaving the development site results.

This Emergency Ordinance, included as Exhibit 1, will require the Tamarack neighborhood to comply with the same regulations as the adjacent Inglewood neighborhood. Much like Inglewood, Tamarack was platted before considerations were given to surface and stormwater impacts. Additionally, both plats contain large areas that drain to landslide hazard areas.

Financial Impact:

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

Recommended Motion:

Adopt the Emergency Ordinance included as Exhibit 1, to amend the Sammamish Surface Water Design Manual and Chapter 13 of Title 20 of the Sammamish Municipal Code and to establish a Public Hearing date of December 13, 2016 in order to take public testimony and to consider adopting further findings of fact.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016-

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, AMENDING THE SURFACE WATER
DESIGN MANUAL AND SECTION 13.20.020 OF THE
SAMMAMISH MUNICIPAL CODE RELATING TO SURFACE
WATER MANAGEMENT; PROVIDING FOR SEVERABILITY;
DECLARING AN EMERGENCY; AND PROVIDING THAT
THE ORDINANCE TAKE EFFECT IMMEDIATELY UPON
PASSAGE**

WHEREAS, the City incorporated in August of 1999;

WHEREAS, the City Council first adopted the City's Comprehensive Plan on September 16, 2003, and has subsequently reviewed and amended the Comprehensive Plan, and the City Council has enacted zoning consistent with the comprehensive plan; and

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

WHEREAS, Title 13 of the Sammamish Municipal Code ("SMC") contains development regulations for surface and stormwater management; and

WHEREAS, plats approved prior to 1977 ("historic plats") were not subject to surface and stormwater regulations; and

WHEREAS, the City has landslide hazard areas that are potentially subject to risk of mass movement and susceptible to landslides due to a combination of geologic, topographic, and hydrologic factors; and

WHEREAS, the City has observed that when development occurs on previously vacant lots within historic plats that drain onto landslide hazard areas, there is a greater possibility for deleterious discharges associated with surface and stormwater when such discharges from the development are not tightlined below the landslide hazard area; and

WHEREAS, through Ordinance No. O2015-389, the City Council adopted development regulations relating to surface water management within a specific historic plat. The regulations reduced the amount of new and/or replaced impervious surface that would be allowed before requiring review and regulation; and

EXHIBIT 1

WHEREAS, the City Council has determined that an adjacent assessors plat with similar characteristics to the historic plat defined in Ordinance No O2015-389 would likewise benefit from a similar threshold for review and regulation; and

WHEREAS, drainage review in the Tamarack assessors plat is currently not required for development permits or approvals that would result in less than 2,000 square feet of new impervious surface, replaced impervious surface, or new plus replaced impervious surface; and

WHEREAS, the City Council finds that amending the surface water management regulations is necessary for the protection of the public health, safety and welfare;

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

Section 1. Findings of Fact. The City Council adopts as findings of fact the recitals set forth above, which are incorporated herein by this reference.

Section 2. SMC 13.20.020, Drainage review - When required - Type, Amended. Sammamish Municipal Code Section 13.20.020, *Drainage review – When required – Type*, is hereby amended as set forth in **Attachment 1**, which is incorporated herein by this reference.

Section 3. City of Sammamish Surface Water Design Manual Addendum, Amended. The City of Sammamish Surface Water Design Manual Addendum is hereby amended as set forth in **Attachment 2**, which is incorporated herein by this reference.

Section 4. Public Hearing. The City Council will hold a public hearing at the City Council's regular meeting beginning at 6:30 p.m. on December 13, 2016 or as soon thereafter as the business of the City Council shall permit, in order to take public testimony and to consider adopting further findings of fact.

Section 5. 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 6. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon its adoption. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 18TH DAY OF OCTOBER, 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:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

**ATTACHMENT 1:
Amended SMC 13.20.020**

13.20.020 Drainage review – When required – Type.

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

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

(a.1) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within a historic plat as defined and mapped in Attachment B at the end of this section; or

(a.2) Would result in 500 square feet or more of new impervious surface, replaced impervious surface or new plus replaced impervious surface within the Tamarack assessors plat as defined and mapped in Attachment C at the end of this section; or

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

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

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

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

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

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

EXHIBIT 1, ATTACHMENT 1

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

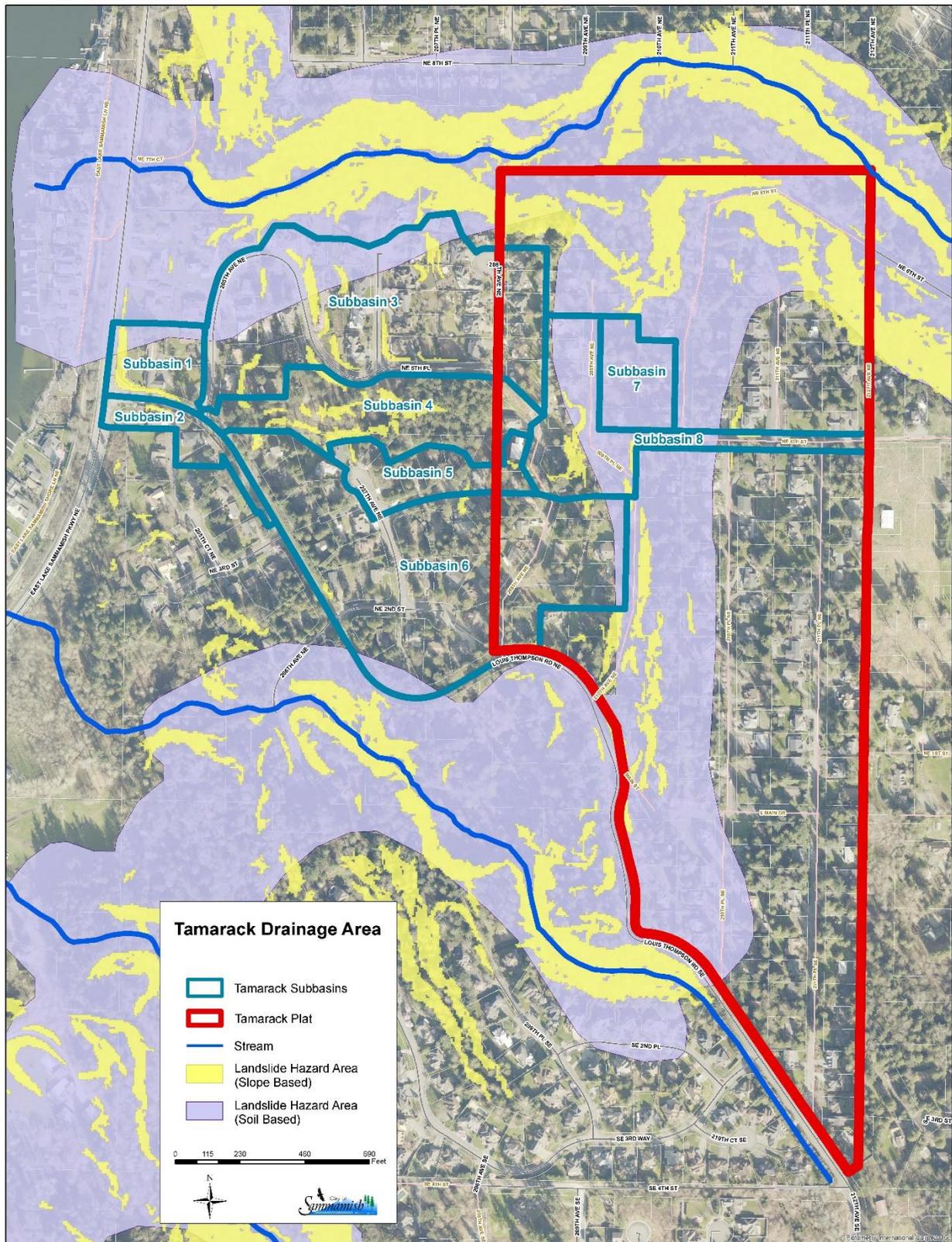
(a) Small project drainage review;

(b) Targeted drainage review;

(c) Full drainage review; or

(d) Large project drainage review.

ATTACHMENT C



**ATTACHMENT 2:
Amended City of Sammamish Surface Water Design Manual**

**1.2.1 CORE REQUIREMENTS #1:
DISCHARGE AT THE NATURAL LOCATION**

...

DISCHARGE REQUIREMENTS

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

...

2. IF a proposed project or any **natural discharge area** within a project is located within a historic plat²¹ as defined and mapped in Attachment B of SMC 13.20.020, within the Tamarack assessors plat as defined and mapped in Attachment C of SMC 13.20.020, or within a Landslide Hazard Drainage Area²² and, in fact, ultimately drains over the erodible soils of a SAO-defined landslide hazard area with slopes steeper than 15%, THEN a **tightline system must be provided** through the landslide hazard area to an acceptable discharge point unless one of the following exceptions applies. The tightline system must comply with the design requirements in Core Requirements #4 and in Section 4.2.2 unless otherwise approved by DDES. Drainage easements for this system must be secured from downstream property owners and recorded prior to engineering plan approval.

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

- a) Less than 500 square feet of new impervious surface will be added within the **natural discharge area**, OR
- b) All runoff from the **natural discharge area** will be infiltrated for runoff events up to and 31 including the 100-year event, OR
- c) DDES determines that a tightline system is not physically feasible or will create significant adverse impact based on a soils report by a geotechnical engineer.

...

²¹ Historic plats are plats approved prior to 1977 that created separate lots as defined in SMC Title 19A smaller than 5,000 square feet.

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