

City Council, Special Meeting

AGENDA Revised

6:30 pm – 10:00 pm

March 22, 2016

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Community Center Construction and Operations Update

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

1. **Resolution:** Granting Final Plat Approval To The Plat Of Discovery Grove/Bain
2. **Contract:** Issaquah-Fall City Road Design/Lochner
3. **Contract:** Beaver Lake Preserve Phase II Trail Construction/WTA
4. **Approval:** Replace Variable Message Board Sign
5. **Proclamation:** Sexual Assault Awareness Month – April 2016

Public Hearings

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

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

Unfinished Business - None

New Business

8. **Approval:** Authorizing the use of additional project contingency funds to complete the construction of the Sammamish Community and Aquatic Center Project.

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

9. **Bid Award:** Eastlake High School Community Sports Field Turf Replacement Project/Coast to Coast, Inc.

Council Reports and Council Committee Reports

City Manager Report

- Mars Hill Church Update and Discussion

Adjournment

AGENDA CALENDAR

April 2016			
Tues 4/5	5:30-6:30 pm Joint Mtg 6:30 pm Regular Mtg	Special/Joint Meeting with the Parks Commission	<p>Presentation: Arts Commission Update Presentation: Parks Capital Projects Visioning Presentation: Facility Rental Fees Public Hearing/Ordinance: Beaver Lake Management District – Vote to Form District Public Hearing: Ordinance: Third Reading Dimensional Standards for Single Family Homes Public Hearing Ordinance: Second Reading Adopting Provisions Related To Land Use Compatibility</p> <p><u>Consent Agenda:</u> Resolution: Final Acceptance Council Chamber AV Project Interlocal: Inglewood Hill Trunkline Project/Samm Plat Contract: City-Wide Asset Inventory Project/TBD Contract: Inglewood Hill Trunkline Project Construction Support/TBD Contract: SE 24th St Sidewalk Design/TBD Contract: 2016 Asphalt Overlay Construction Support/TBD (tent.) Contract Amendment: Inglewood Trunkline Project Design Support During Construction/Osborn</p>
Tues 4/12	6:30 pm	Study Session	<p>Discussion: Public Works Standards Discussion: SE 4th Street Project Scope Discussion: Tamarack Drainage Project Update</p>
Tues 4/19	6:00 pm	Special/Joint Meeting City of Issaquah	<p>Presentation: Issaquah Fall City Road Project 10% Design Update</p> <p><u>Consent Agenda:</u> Bid Award: Inglewood Hill Trunkline Project Bid Award: 2016 Asphalt Overlay Program</p>
May 2016			
Tues 5/3	6:30 pm	Regular Meeting	<p>Presentation: METRO 2040 Long Range Plan Note: METRO would like to be able to have a Public Open House on the 2040 Long Range Plan here at city hall on this same date from 5:00 to 6:30 PM Year-End Finance Report & 2015/16 Carryforward Requests Public Hearing/Ordinance: First Reading Revising Traffic Impact Fees Public Hearing/Ordinance: First Reading Critical Area Updates/Shoreline Master Plan</p> <p><u>Consent Agenda:</u></p>
Tues 5/10	6:30 pm	Study Session	<p>Discussion: Critical Area Updates/Shoreline Master Program Discussion: Public Works Standards Discussion: SE 14th Street Project Discussion: Sahalee Way Project Scope</p>

Tues 5/17	6:30 pm	Regular Meeting	<p>Presentation: Electrical Permit/ Inspection Program Feasibility Public Hearing/Ordinance: First Reading Impact Fee Deferrals Public Hearing/Ordinance: First Reading Building Codes Update Ordinance: Second Reading Revising Traffic Impact Fees Ordinance: Second Reading Critical Area Updates/Shoreline Master Plan</p> <p><u>Consent Agenda:</u> Resolution: Youth Board Appointments Bid Award: Big Rock Park Well Repair/TBD Contract: Fourth on the Plateau Fireworks/TBD Contract: Fourth on the Plateau Event Lighting/TBD Contract: Sahalee Way Design/TBD</p>
Tues 5/24	6:00 pm	Joint Meeting Redmond	
Wed 5/25	6:30 pm	Joint Meeting ISD	
June 2016			
Tues 6/7	6:30 pm	Regular Meeting	<p>Presentation: Parks Commission Hand-off of 2017-22 Parks CIP Presentation: 2017-22 Stormwater CIP Presentation: 2017-22 TIP Presentation: PC Handoff of Stormwater Comprehensive Plan</p> <p><u>Consent Agenda:</u> Bid Award: 212th Way Repair (Snake Hill)/TBD Contract: 212th Way Repair Construction Support/TBD Ordinance: Second Reading Impact Fee Deferrals Ordinance: Second Reading Building Codes Update</p>
Tues 6/14	6:30 pm	Study Session	<p>Discussion: 2017-2022 Parks CIP Discussion: 2017-2022 Stormwater CIP Discussion: 2017-2022 TIP Discussion: Non-Motorized Projects (part of TIP) Discussion: Intersection Improvement Projects (part of TIP) Discussion: Neighborhood Projects (part of TIP)</p>
Tues 6/21	6:30 pm	Regular Meeting	<p>Discussion: Stormwater Comp Plan Public Hearing/Resolution Adopting 2017-22 TIP Public Hearing/Resolution: Adopting 2017-22 Parks CIP Public Hearing/Resolution: Adopting 2017-22 Stormwater CIP</p> <p><u>Consent Agenda:</u></p>
July 2016			
Tues 7/5	6:30 pm	Regular Meeting	<p>Presentation: PC Handoff Wireless Regulations PC Handoff/Public Hearing: Ordinance First Reading Wireless Regulations Public Hearing/Ordinance: First Reading Adopting Stormwater Comp</p> <p><u>Consent Agenda:</u> Contract: Major Stormwater Facility Repair/TBD</p>
Tues 7/12	6:30 pm	Study Session	<p>Discussion: Wireless Regulations Discussion: YMCA Property Development Discussion: Trails, Bikeways & Paths Planning Update Discussion: Iss. Fall City Road Project 30% Design Update</p>

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

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

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

February

March 2016

April

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

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

March

April 2016

May

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

Community Center Construction and Operations Update

Presentation will be given at the Council Meeting





City Council Agenda Bill

Meeting Date: March 22, 2016

Date Submitted: March 11, 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 Bain/Discovery Grove subdivision PSUB2013-00263

Action Required: Approve Resolution

- Exhibits:**
1. Resolution
 2. Hearing Examiner Decision
 3. Matrix showing plat conditions and responses
 4. Map of Final Plat
 5. Vicinity Map

Budget: N/A

Summary Statement:

The developer of the Bain/Discovery Grove subdivision is seeking to record a 13 lot subdivision for final plat, which will create 10 new single family lots from 3 existing lots.

Background:

The Bain/Discovery Grove subdivision is seeking to obtain final plat approval, such that the plat may be recorded. The subdivision authorized the eventual creation of 13 total lots. The preliminary plat was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on March 28, 2015.

The subdivision application is vested to the City of Sammamish Municipal Code in effect on May 12, 2014. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under site development permit SDP2015-00522. The improvements have been substantially completed and inspected or bonded for as detailed below.

The area of the site being subdivided is zoned Residential, 4 units per acre (R-4). Access to the proposed development is from SE 29th St., west of 228th Ave. SE. There are no critical areas on site.

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements on February 10, 2016, including final lift of asphalt, curb and sidewalks in the amount of \$235,239.90.

Landscaping Bond:

The applicant has posted a bond on February 10, 2016 for the installation of the remaining landscaping and recreational improvements in the amount of \$100,507.31.

Critical Areas Bond:

There are no critical areas within this subdivision.

Street Mitigation Fees:

The applicant has paid 30% of the street mitigation impact fee in the amount of \$36,108.65 on October 20, 2015. The balance of the street mitigation impact fees will be paid at the time of building permit issuance on a per lot basis for 10 of the 13 new lots with credit given for the 3 existing lots.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid 50% of the applicable Issaquah School District impact fees in the amount of \$25,498.00 on January 25, 2016, in addition to the current administration fee. The balance of the school impact fees will be paid at the time of building permit issuance on a per lot basis for 10 of the 13 new lots with credit given for the 3 existing lots.

Park Impact Fees:

Park Impact fees, in addition to the current administration fee, will be paid at the time of single family building permit issuance on a per lot basis for 10 of the 13 new lots with credit given for the 3 existing lots.

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 13-lot Bain/Discovery Grove subdivision authorizing the Mayor to sign mylars for the 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 DISCOVERY GROVE/BAIN**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Discovery Grove/Bain 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 13-lot plat of Discovery Grove/Bain;

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 May 18, 2015 for the preliminary plat of PSUB2014-00090 (Discovery Grove/Bain).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Discovery Grove/Bain (13-lot) plat.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE __ DAY OF MARCH 2016.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael Kenyon, City Attorney

Filed with the City Clerk: March 11, 2016
Passed by the City Council:
Resolution No.: R2016-

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

DECISION

FILE NUMBER: PSUB2014-00090

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

TYPE OF CASE: Preliminary subdivision (*Bain*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: May 18, 2015

INTRODUCTION ¹

PNW Holdings, LLC (PNW) seeks preliminary approval of *Bain*, a 13-lot single-family residential subdivision of a 3.4 acre site composed of three parcels, owned by PNW, David and Lina Hines (Hines), and Sammamish Properties, LLC (Sammamish Properties), all zoned R-4. (Exhibits S-1, S-1.1, and S-1.3 ²)

PNW filed a Base Land Use Application on May 5, 2014. (Exhibit S-1.3) The Sammamish Department of Community Development (the Department) deemed the application to be complete as of May 12, 2014. (Exhibit S-1.6)

The subject property occupies the southeast quadrant of the 226th Avenue SE/SE 29th Street intersection. The addresses of the three parcels are 22611 SE 29th Street, 2924 224th Place SE, and 22629 SE 29th Street.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on May 7, 2015.

The Examiner held an open record hearing on May 13, 2015. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit S-1.25)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The open record hearing was held

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

² 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.

Exhibit 2

HEARING EXAMINER DECISION

RE: PSUB2014-00090 (*Bain*)

May 18, 2015

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after the 120th net review day. (Exhibit S-1) 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)]. Exhibit S-1 contains a brief explanation for the delay in bringing the application to hearing. (Exhibit S-1 {p. 5, Finding 6.C.b})

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

- Exhibit S-1: Departmental Staff Report
- Exhibit S-1.1 – S-1.30: As enumerated in Exhibit S-1 ³
- Exhibit S-2: Letter, Department of Archeology and Historic Preservation, May 11, 2015
- Exhibit S-3: Area zoning map

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.

FINDINGS OF FACT

1. The three parcel assemblage which comprises the *Bain* site forms a near square located in the southeast quadrant of the 226th Avenue SE/SE 29th Street intersection.
 - A. The PNW (former Bain) parcel is the northwest quarter of the assemblage. It contains a single-family residence and accessory building, both accessed from either 226th Avenue SE or SE 29th Street. (Exhibit S-1.1)
 - B. The Hines parcel is the southwest quarter of the assemblage. It contains a single-family residence and accessory buildings. It is accessed via a gravel drive from 224th Place SE across the unopened portion of the 226th Avenue SE right-of-way. (Exhibit S-1.1)

Hines agreed to become part of PNW's subdivision with the understanding that their parcel would remain essentially as it presently is and that their parcel would not be part of any homeowners association (HOA), nor subject to any HOA fees, nor subject to any subdivision Covenants, Conditions and Restrictions (CC&Rs) until such time as they or a successor remodeled or redeveloped the parcel. (Testimony)

³ For ease of citation, the Examiner divided Exhibits S-1.28 and S-1.30 into subparts. Identification of the subparts was made on the record.

Exhibit 2

HEARING EXAMINER DECISION

RE: PSUB2014-00090 (*Bain*)

May 18, 2015

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- C. The Sammamish Properties parcel forms the east half of the assemblage. It contains a former single-family residence, now being operated as the Sammamish Learning Center, a private preschool. (Exhibit S-1.1 and testimony)
2. The *Bain* site is bordered by two opened and constructed City streets and by a segment of unopened right-of-way of one of those streets. The site has about 383 feet of frontage on the south side of SE 29th Street, classified as a local access street. The site has about 443 feet of frontage on the 226th Avenue SE right-of-way, only the northern 200± feet of which exists as an open, constructed, and maintained public street; the southern portion of that right-of-way is undeveloped (except for the gravel driveway to the Hines residence which crosses it). 226th Avenue SE is also classified as a local access street. 226th Avenue SE makes a dogleg turn to the southwest to become 224th Place SE at the point where its right-of-way ceases to be developed. (Exhibits S-1.1 and S-1.9)
 3. The *Bain* site is bordered on its entire east side by the Pine Lake Dental Medical Center, a condominium (also known as Pine Lake Medical Plaza). A two-cell storm water pond borders the south side of the site, to the south of which is SE 30th Street (aka SE Pine Lake Road) and a park-n-ride lot. The *Park Place at Pine Lake* subdivision occupies the triangular area between the unopened portion of the 226th Avenue SE right-of-way and 224th Place SE. Its stormwater facilities and an apparent open space tract occupy the northern tip of the plat (Tracts A and D in that subdivision). The lots across 226th Avenue SE from the *Bain* site are large and, generally, front on Pine Lake. (Exhibits S-1.1, S-1.2, S-1.9, ⁴ S-1.24, and S-3)
 4. The *Bain* site lies within the Pine Lake Subbasin of the East Lake Sammamish Drainage Basin. The site exhibits a moderate downward slope towards the north. As noted previously, Pine Lake lies to the west of the site; slopes are steeper between 224th Place SE and the lake. Native soils on the site, especially in the northwest portion of the property, are sufficiently porous to handle infiltration of stormwater runoff and exhibit a cation exchange capacity adequate to “effectively filter water received from” a stormwater control facility. (Exhibits S-1.1 {Sheet 2}, S-1.18 {p. 2 (source of quote)}, and S-1.27 {especially §III, pp. 5 and 13})

The PNW and Hines parcels exhibit a fairly dense overstory of mature trees, mostly conifers. The Sammamish Properties parcel, on the other hand, is mostly mown grass with some trees along its east edge and on its southern portion. The neighboring Pine Lake Medical Plaza property has a row of mature conifer trees running from north to south just a few feet east of the common property line (Tree ID Nos. 280 – 290 and 297 – 308). (Exhibits S-1.1 {Sheet 7}, S-1.9, S-1.11, and S-1.15)

The site contains no regulated environmentally critical areas. (Exhibits S-1.10 and S-1.11)

⁴ The blue rectangle on Exhibit S-1.9 does not represent the entirety of the *Bain* site: It outlines only one of the three parcels. The computer program which generates the image does not allow the user to mark more than one parcel with the blue outline. (Testimony)

Exhibit 2

HEARING EXAMINER DECISION

RE: PSUB2014-00090 (*Bain*)

May 18, 2015

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5. The subject property is designated on the City's adopted comprehensive plan R-4 and zoned R-4, residential development at a maximum density of four dwelling units per acre. Properties to the north and west are also designated/zoned R-4; the Pine Lake Medical Plaza property is designated/zoned Office. An apartment complex to the northeast is designated/zoned R-18. Finally, the area to the south, including the storm water ponds and the park-n-ride lot is designated/zoned R-8. (Exhibits S-1, S-1.9, and S-3)
6. The maximum permissible yield under the subject property's R-4 zoning, calculated in accordance with procedures spelled out in the SMC, is 13.56 lots. (Exhibit S-1 {p. 5}) Fractional results "of 0.50 or above shall be rounded up". [SMC 21A.25.070(4)(a)] Therefore, the maximum permissible yield for the subject property is 14 lots.
7. PNW proposes to subdivide the three-parcel assemblage into a total of 13 lots for single-family residences, two open space tracts (Tracts B and D) and one drainage facilities tract (Tract C). Twelve of the proposed lots will have areas ranging from 6,846 square feet (SF) to 10,820 SF; Proposed Lot 9 will essentially be the Hines' existing lot and will contain 26,099 SF. The overall density of the development is 3.83 dwelling units per acre. The lots will be served by a short, public cul-de-sac which will terminate against the north line of the Hines property, providing it with 25 feet of frontage on the cul-de-sac bulb. Proposed Lots 6 and 7 will be served by a short, shared driveway (Tract A) off the cul-de-sac bulb. (Exhibit S-1.1)

All proposed lots meet applicable zoning standards. (Exhibit S-1)

8. Proposed Lot 9, the Hines lot, is large enough and has enough frontage on the cul-de-sac bulb that it could be further subdivided in the future. Given the calculated maximum yield of 14 lots under current zoning and other considerations such as tree retention requirements associated with the current subdivision, it would appear that the Hines lot could be divided into two lots (a north half and a south half), but only if the current Hines residence were removed. (Testimony)
9. The record contains evidence that appropriate provisions have been made for those items listed in SMC 20.10.220:
 - A. Open space. The SMC requires that 5,070 SF of open space/recreation space be provided within *Bain*. (Exhibit S-1.1 {p. 5}) PNW's proposal provides 16,687 SF of open space/recreation space in Tracts B and D. (Exhibit S-1.1)
 - B. Drainage ways. The preliminary storm water control plan proposes to convey runoff to a retention/infiltration facility to be constructed within Tract C in the northwest corner of the site. The only storm water that would leave the site would be emergency overflow during an exceptional storm; that overflow would enter the City's existing storm water pipe system in SE 29th Street. (Exhibits S-1.1 {Sheets 5 and 6} and S-1.27 and testimony)

Exhibit 2

HEARING EXAMINER DECISION

RE: PSUB2014-00090 (*Bain*)

May 18, 2015

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- C. Streets and roads. The subdivision proposes a cul-de-sac rather than a through street. A through street, if extended to the south, would pass through the storm water ponds on the adjoining parcel and intersect SE 30th Street in the middle of a chicane. A through street is unnecessary in this case. (Exhibits S-1.1 and S-1.9)

PNW requested and the City's Public Works Department (PW) approved a Variation from the Interim Public Works Standards (PWS) to reduce the cross section of the cul-de-sac to a 50 foot right-of-way with 28 feet of paving, curbs, gutters, and sidewalks. (Exhibits S-1.30b and S-1.30a, respectively) Notice of that action was formally published. (Exhibit S-1.26) No appeal was filed from that action. (Testimony)

Frontage improvements will be constructed along the property's frontages on SE 29th Street and 226th Avenue SE (only the portion which is presently constructed). The unopened section of the 226th Avenue SE right-of-way will remain unopened. (Exhibits S-1.1 and S-1.4 and testimony)

PW has issued a traffic Concurrency Letter for the proposed subdivision. (Exhibit S-1.5)

The City collects traffic impact mitigation fees, partially collected when the plat is recorded, the remainder collected as building permits are issued. Credit is given for the two existing residences on the property. Traffic impact fees do not vest. Based upon current rates, the fees would total approximately \$126,000. (Exhibits S-1 and S-1.16)

- D. Alleys. The proposed plat design does not require alleys.
- E. Other public ways. No need for other public ways within the subdivision exists.
- F. Transit stops. The record contains no request for transit stops.
- G. Potable water supply. The Sammamish Plateau Water and Sewer District (SPWSD) is prepared to provide public water service to the subdivision. (Exhibits S-1.12 and S-1.14)
- H. Sanitary wastes. The SPWSD is prepared to provide public sewer service to the subdivision. (Exhibits S-1.12 and S-1.13)
- I. Parks and recreation. Park impact mitigation fees will have to be paid at time of building permit issuance in accordance with City code. Credit is given for the two existing residences on the property. (Exhibit S-1.1)
- J. Playgrounds. The requirements of SMC 21A.30.160(1) regarding play areas for children do not apply to *Bain* since it is located within one-quarter mile of a public park (Pine Lake Park)

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which is accessible from the site without crossing any designated arterial streets. (Exhibit S-1.1 {p. 5})

- K. Schools and schoolgrounds. The property is located within the Issaquah School District (ISD) which has not requested dedication of any portion of the subject property for public school purposes. (Exhibit S-1.7) The City collects school impact mitigation fees on behalf of the ISD: One half when the final plat is recorded, the remainder when each building permit is issued. Credit is given for the two existing residences on the property. (Exhibit S-1.1 {p. 6})
 - L. Safe walking conditions for students who only walk to and from school. School age children residing in *Bain* will attend Creekside Elementary, Pine Lake Middle, and Skyline High Schools. Children will walk to the middle school and be bused to the elementary and high schools. With the completion of required frontage improvements, sidewalks will exist from *Bain* to both Pine Lake Middle School and the bus stops for the other two schools. (Exhibits S-1.1 {pp. 6 and 7} and S-1.7 and testimony)
10. An HOA will be required as *Bain* includes two open space tracts. As previously noted, Hines does not want to be part of the HOA. (Testimony)
11. The City has adopted tree retention requirements. [SMC 21A.35.210 - .240] New subdivisions must retain at least 25% of all “significant” trees ⁵ 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 are no protected environmentally sensitive areas on the site.) 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)]

⁵ 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]

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12. The subject property contains 269 significant trees of which 4 are dead. The number of live significant trees is 265. (Exhibits S-1.1 {Sheet 7} and S-1.15) Pursuant to SMC 21A.35.210(2)(a), 66.3 (25% of 265) significant trees must be retained.

PNW proposes to retain 88 significant trees, 22 more than required. The retained trees are primarily “retained as groves rather than as stand-alone trees.” Approximately 25 of the retained trees (28%) are located on Proposed Lot 9, the Hines lot. Those trees will be protected by a tree retention easement which will encumber the portion of the Hines lot where the trees are located. (Exhibits S-1.1 {Sheet 7} and S-1.15 {Quote from p. 3} and testimony)

13. Pine Lake Medical Plaza would like as many trees retained as possible along its common border with *Bain*, both to provide a dust and noise screen between the two uses and to buttress the row of trees along its side of the property line. Pine Lake Medical Plaza asked PNW to retain six specific trees. PNW included three of those trees within its tree retention plan. The other three cannot be retained due to site grading needs. During construction, PNW is willing to protect the root zone of the Pine Lake Medical Plaza’s trees that lie along the common property line. That concept is acceptable to Pine Lake Medical Plaza, but it believes that the delineation of the root zone should be made by a professional arborist and that it should be able to review and approve that work. (Exhibits S-1.1 {Sheet 7}, S-1.24, and S-1.28, testimony, and statement of counsel)
14. Pine Lake Medical Plaza also seeks assurance that site development will not interrupt the flow of patients to and from its tenant clinics, will not cause power interruptions to the clinics, and will not generate undue noise or dust. (Exhibit S-1.24 and statement of counsel) PNW has agreed to continue its dialogue with Pine Lake Medical Plaza to address those issues to mutual satisfaction. (Exhibit S-1.28 and testimony)
15. Several *Park Place at Pine Lake* residents submitted comments. Generally, they sought assurance that trees within the unopened 226th Avenue SE right-of-way would be preserved to the greatest extent possible, that construction equipment would not intrude onto their Tract D, that construction hours would be limited, that a pedestrian crossing of SE 29th Street would be provided for the benefit of the neighborhood, and that SE 224th Place would not be used for any construction traffic. (Exhibits S-1.21 – S-1.23)

Except as required for construction of frontage improvements, PNW has no intention of removing any trees within public rights-of-way. PNW has agreed to place construction fencing around the tip of Tract D. PNW notes that the City code contains construction hours standards to which it will adhere. PNW has noted that it will have to provide to the City before any construction begins a “haul route” plan for construction traffic. PNW can make no promises as to what that plan will be. Public Works testified that, in reviewing such plans, it tries to minimize impacts on residential neighborhoods. Public Works noted that the area streets are relatively new and that restrictions based on physical conditions would be unlikely. Left turns from SE 29th Street onto 228th Avenue SE, the

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nearest arterial street, are not allowed; left turns are allowed at the 228th Avenue SE/SE 30th Street signalized intersection, which is accessible from the site via 224th Place SE. The inability to make left turns onto 228th Avenue SE would be a major problem for construction equipment. (Exhibits S-1.28 and S-3 and testimony)

16. Friends of Pine Lake (Friends) questions why the Hines property would be allowed to stay out of the *Bain* HOA. Friends points out that trees on the Hines property are being used to meet tree retention requirements and the area of the Hines parcel is being used to achieve the yield represented by the remainder of the subdivision. (Exhibit S-1.19)
17. The Snoqualmie Tribe asked that a cultural resource survey be conducted on the *Bain* site. (Exhibit S-1.20) PNW had a professional cultural resources survey conducted. “No archaeological sites, isolated artifacts, or culturally modified trees were identified within the project area during the course of this survey.” (Exhibit S-1.29 {p. 2}) The State Department of Archaeology & Historic Preservation (DAHP) concurs that further archaeological exploration is not warranted at this time. However, DAHP recommends that an “Inadvertent Discovery Plan (IDP)” be made a requirement of subdivision approval. (Exhibit S-2)

Any person who discovers skeletal human remains must notify the local coroner and law enforcement agency. [RCW 27.44.055, RCW 68.50.645, and RCW 68.60.055] It is unlawful to disturb or dig in any archaeological site without first obtaining a permit from DAHP. [RCW 27.53.060(1)]

18. Sammamish’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Bain* on April 1, 2015. (Exhibit S-1.26) The DNS was not appealed. (Exhibit S-1)
19. The Department’s Staff Report (Exhibit S-1) provides a detailed exposition of facts related to all preliminary subdivision standards. 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:
 - A. Page 1, “Location.” One of the three street addresses for the three parcels has been omitted. The three addresses are listed in the Introduction on page 1, above.
 - B. Page 2, Finding 2. The site currently contains two single-family residences, not one; one of the residences (Hines) will be retained. (Exhibit S-1.1 {Sheet 2} and Testimony)

The property to the south of the *Bain* site is not zoned R-4 and does not contain single-family residences. As clearly shown on Exhibit S-3, the property to the south is zoned R-8 and contains a storm water control facility (to the south of which across SE 30th Street is a park-n-ride lot).

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- C. Page 6, Finding 6.D.1.h. The ISD has not requested that a school bus waiting area be constructed. (Testimony)
 - D. Pages 8 {Finding 6.G} and 10 {Conclusion 2.a}. The application was complete on May 12, 2014, not May 5, 2014. (Testimony)
 - E. Page 11, Recommended Condition 14. Staff testified that the intent of this condition is to state that any lot whose runoff from impervious surfaces is routed to the development's infiltration facility is exempt from individual lot flow control requirements. (Testimony)
20. PNW has no objection to the Recommended Conditions. (Testimony)
21. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ⁶

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:

⁶ 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 May 12, 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)]

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Scope of Consideration

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. The public use and interest would not be served by exempting Proposed Lot 9 (the Hines lot) from participation in the *Bain* HOA.⁷ Proposed Lot 9 is a part of this plat. Like Proposed Lots 10 – 13, it abuts the major open space tract in the plat and benefits from that location. More than 25% of the trees being retained to comply with City regulations are located on the Hines lot. PNW used its area to calculate the lot yield for the project: Without the large Hines lot, the total yield would have been measurably lower. Proposed Lot 9 is large enough to allow it to be redivided at least into two lots (presumably running east to west in order to preserve the tree retention easement that will encumber much of the western end of the lot); the calculated yield for the site is sufficient to allow creation of that additional lot.

The Examiner is not unsympathetic to the Hines' concerns as explained during the hearing by PNW witnesses. However, another approach must be taken. Proposed Lot 9 must be part of the *Bain* HOA. The CC&Rs may be structured such that Lot 9 pays no HOA fees and is not subject to HOA covenants until such time as it is redeveloped. (Recommended Condition 30 requires that the existing driveway be abandoned when a "significant remodel," as determined by the Building Official, occurs.) That would protect the Hines during their lifetimes, but would establish a framework that would eventually fully incorporate Lot 9 into the HOA.

The question then becomes, What does "redevelop" or "significantly remodel" mean? Unquestionably, if the existing residence is demolished and the lot is divided into two or more lots, redevelopment has occurred and the new lots must become full members of the HOA. That redivision should also trigger the requirement to abandon the existing driveway in favor of access from the new cul-de-sac within the subdivision. But the term "significant remodel" as used by the staff leaves a tremendous amount of discretion in the hands of the Building Official and could foreseeably bring an equally tremendous amount of pressure on the Building Official.

The SMC's regulations for nonconforming structures offer some useful guidance. (In a sense, the Hines residence will be "nonconforming" in so far as its driveway access is not from the interior cul-de-sac as will be all other lots in *Bain* and in so far as it will be temporarily exempt from some HOA requirements.) The SMC does not limit modifications of nonconforming uses so long as the use is

⁷ PNW testified to the existence of subdivisions in the City where a residence has been left out of the HOA when the acreage it sits on has been subdivided. That may well be the case, but none of those cases have been the subject of this Examiner's review. The circumstances under which those situations came into being are not known (at least not in the record of this hearing). The undersigned firmly believes that the public interest is not served over the long haul by such a separation. The undersigned has not knowingly and will not knowingly condone it.

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not expanded. [SMC 21A.70.060] The SMC allows nonconforming uses to be expanded up to 10% over their lifetime. [SMC 21A.70.070(1)] Applying those concepts to the Hines residence would be a fair resolution to the dilemma: Anything more than a 10% expansion would require that Proposed Lot 9 be brought fully “into the fold.” An appropriate condition will be added.

2. The SMC’s tree retention requirements require that trees to be retained must be protected from construction damage. [SMC 21A.35.230] Allowing construction on one site to damage trees on adjoining property would be tantamount to damaging trees that are to be retained on the construction site. In fact, one could argue that such damage would be tantamount to trespass.⁸ PNW indicated that it would be willing to have a professional arborist identify the outer edge of those trees’ root zone on the development site and would agree to avoid work inside the root zone that would harm the roots. That approach seems to be fair, equitable, and practical. An appropriate condition will be added. That condition will not require review by Pine Lake Medical Plaza, however: It would be inappropriate to delegate to any neighboring property owner the review and approval authority of the City.

As for Pine Lake Medical Plaza’s other concerns, they are either matters subject to private resolution or subject to City regulation through the construction review process, a process over which the Examiner has no authority.

3. The concerns raised by *Park Place at Pine Lake* residents have, for the most part, been resolved by agreement between PNW and those residents as evidenced by Exhibit S-1.28. The concern about construction traffic use of 224th Place SE is not really an issue appropriately addressed through the preliminary subdivision review process. Construction traffic routes are a topic addressed by City staff during its review of engineering/construction plans for all new developments. (Testimony) The Examiner has no authority over that process. Therefore, the Examiner declines to inject himself into the issue.

The City cannot legally require a developer to provide a public improvement solely for the benefit of the existing neighborhood. To be legally sustainable, conditions must respond to impacts created by or exacerbated by the proposed development. And conditions must be reasonably proportional to the extent of such impacts. By law, crosswalks exist on each leg at every intersection of two or more streets, whether marked or not. [RCW 47.04.010(10) and (12)]

Construction hours are subject to adopted City regulations. [SMC 16.05.030] No basis exists within those regulations for the Examiner to impose any different hours on this development.

4. State law makes it a crime to disturb an archaeological site without first having obtained a permit to explore the site. In the absence of a law requiring that an “Inadvertent Discovery Plan” requirement

⁸ PNW opined that the roots from the neighboring trees that cross beneath the property line might be considered to be trespassing on the development site. The Examiner need not address that concept given the resolution to the matter that is proposed herein.

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be made an overt part of every land disturbing approval issued by local government, the Examiner concludes that state law is sufficient.

5. Based upon all the evidence in the record and the above Conclusions of Law, the Examiner concludes that *Bain* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies (to the extent permissible) and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
6. Given all the evidence in the record and the above Conclusions of Law, the Examiner concludes that *Bain* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan and current zoning, 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 S-1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. The additions discussed in Conclusions of Law 1 and 2, above, need to be made.
 - B. The numbering system will be changed – not to solve a problem present in this case, but as a result of a problem that has occurred in other cases: Duplicate numbering. The solution which the Examiner will employ is to assign a letter to each of the sub-parts of the condition list (“General Conditions,” etc.) and then to number conditions within each section from 1 to *n*.
 - C. A condition will be added to the “General Conditions” section specifically calling out Exhibit S-1.1 as the approved preliminary plat and supporting preliminary plans.
 - D. Recommended Condition 4. As written, the first sentence technically conflicts with the second sentence because it fails to acknowledge that a Variation to those standards has been approved by Public Works. A clause will be added to the end of the first sentence to eliminate that conflict.
 - E. Recommended Condition 13. The auxiliary verb “should” is inappropriate in conditions. “Should” conveys the existence of an option: One can choose to comply with the condition or not. Staff testified that if infiltration is to be used (and the preliminary plans indicate that it will be used), then the final engineering documents must include the items listed in the condition. The word “shall” conveys that requirement.
 - F. Recommended Condition 14. This condition is not at all clear as presently written. It will be substantially revised to more clearly convey its intended meaning as testified to by staff.

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- G. Recommended Condition 39. The structure of Recommended Conditions 26 – 42 is that italicized conditions are to appear on the face of the final plat verbatim, while non-italicized conditions are simply directives to be followed.

Condition 39 contains both directives and information that should appear on the face of the final plat to properly advise purchasers of tree retention requirements. The Examiner will divide this condition into two parts to reflect that concept. (The Examiner has done this on numerous preliminary subdivision decisions in the past.)

- H. Recommended Conditions 40 - 42. 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.

Also, Recommended Conditions 41 and 42 contain the type of advisory that should appear on the face of the final plat. Therefore, they will be italicized.

- I. It has not been an issue in this proceeding, but there should never be any question but that the open space tracts within this subdivision are to be owned and maintained by the homeowners association. A condition to that effect will be added.
- J. The word "applicant" will be changed to "plattor" wherever it appears in the conditions. "Applicant" could be construed to refer solely to PNW, the entity which is the applicant for this preliminary subdivision approval. However, preliminary subdivision approval "runs with the land," meaning that the approval and its conditions pass to each successor in interest to the property during the term of the preliminary approval. Therefore, a more encompassing word is appropriate. The Examiner routinely uses the word "plattor" to refer to the party developing a subdivision. That term will be substituted here.
- K. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 4 – 8, 10, 19, 20, 26, 30, 40, and 41 will improve parallel construction, clarity, and flow within the conditions.⁹ Such changes will be made.

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

⁹ The ending punctuation mark for many of the Recommended Conditions is a semi-colon. Those will all be replaced with periods although not individually listed in this sentence.

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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 *Bain* **SUBJECT TO THE ATTACHED CONDITIONS.**

Decision issued May 18, 2015.

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

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ¹⁰

Maher Joudi
Alessandra Allen
Tawni Dalziel

Rob Garwood
Haim Strasbourger
Carol Rozday

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 10 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260 and Hearing Examiner Rule of Procedure 504. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 and Hearing Examiner Rule of Procedure 504 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision. [SMC 20.10.260(3)]

NOTICE of RIGHT of JUDICIAL REVIEW

This 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.

¹⁰ The official Parties of Record register is maintained by the City's Hearing Clerk.

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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."

CONDITIONS OF APPROVAL ***BAIN*** **PSUB2014-00090**

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. Exhibit S-1.1 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.
3. The Plator shall comply with the payment of street impact fees in accordance to City of Sammamish Municipal Code Title 14A.
4. All open space tracts within this subdivision shall be owned and maintained by the homeowners association.
5. All lots and tracts (except any tract deeded or dedicated to the City) within the subdivision (including Proposed Lot 9) shall be included within the homeowners association (HOA). The CC&Rs for the HOA may be structured such that Proposed Lot 9 pays no HOA fees and is not subject to HOA covenants (other than the covenant(s) containing the provisions required by this condition of approval) until such time as it is redeveloped. For the purposes of this condition, "redeveloped" shall mean that: 1) Lot 9 is divided into two or more lots; 2) The existing residence is demolished and

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replaced with a totally new residence; and/or 3) The footprint of the existing residence is expanded by more than 10 percent over its remaining lifetime. The homeowners association CC&Rs shall specify the above-listed conditions, any one of which would automatically trigger Proposed Lot 9's full inclusion in the HOA.

6. Prior to City approval of construction/engineering plans for the development and prior to removal of any trees from the subject property, the Plator shall have a professional arborist identify the outer edge of the root zone on the development site of the trees on the adjoining property to the east. The root zone boundary as identified by the Plator's arborist shall be subject to verification and approval by the City. All construction/engineering plans shall avoid work inside the root zone that would harm the roots of those trees. The identified root zone shall be protected on site during construction by appropriate protective fencing.

B. Prior to City Acceptance of Improvements:

1. The design engineer shall review the final Public Works review of the preliminary plat plans and incorporate responses to comments as appropriate on the final engineering plans and documents.
2. The internal plat street serving more than 4 dwelling units shall be consistent with the provisions of the PWS Variation granted for this development (Exhibit S-1.30a), or as approved by the City Engineer during final engineering.
3. Half-street frontage improvements shall be provided on SE 29th Street and 226th Avenue SE as approved by the Development Review Engineer during final engineering.
4. At a minimum, 226th Avenue SE shall include 16-feet of pavement from the existing centerline striping to the new face of curb, vertical curb, planter strip, and 5-foot sidewalk.
5. At a minimum, SE 29th Street shall include curb bulb outs at the intersections, with 10-foot travel lanes and 8-foot wide parking to the west of the plat entrance road. To the east of the plat entrance road, 10-foot travel lane and 6-foot shoulder shall be provided such that the new vertical curb matches the existing curb to the east of the project development frontage. Vertical curbs, planter strips, and 5-foot sidewalk shall be required on SE 29th Street frontage.
6. The existing centerline taper on SE 29th Street shall be shifted as approved by the City's Traffic Engineer. New channelization plans shall be provided for review with the final engineering plans with approval by the City's Traffic Engineer.
7. The cul-de-sac shall meet the requirements for Fire Turnaround for access and shall be approved by the Fire Marshal.

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8. 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.
9. 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.
10. The site is subject to Flood Area Flow Control (Level 3) and Sensitive Lake Water Quality Treatment with 80% phosphorus removal using AKART standards.
11. If infiltration of storm water is proposed, 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.
12. Individual lots whose storm water runoff from impervious surfaces is conveyed to the subdivision's infiltration facility are exempt from flow control BMPs requirements.
13. 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.
14. 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.
15. The Platator shall purchase from the City and install drain markers on each catch basin within the plat (Only rain down the drain).

C. Prior to or Concurrent with Final Plat:

1. 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 infiltration vault. Final lift of asphalt may be bonded except as indicated.
2. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
3. All new signs required in the public right-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 Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street

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signs may be required for internal plat roads for emergency vehicle access. Any 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.

4. Any offsite improvements shall be fully constructed.
5. No Parking signs shall be permanently installed.
6. Illumination shall be fully installed or as approved by the City Engineer.
7. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM and the City of Sammamish Addendum.
8. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.

D. Conditions to appear on the face of the final plat (*Italicized conditions are to appear verbatim*):

1. The applicant shall include a note regarding the payment of all street impact fees on the subject site.
2. 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.
3. 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.
4. *No direct vehicular access shall be allowed onto SE 29th Street or 226th Avenue SE except conditionally for Lot 9.*
5. *The existing driveway access to Lot 9 from 226th Avenue SE shall be eliminated and replaced with access from the internal cul-de-sac road when, in the future: 1) Lot 9 is divided into two or more lots; 2) The existing residence is demolished and replaced with a totally new residence; and/or 3) The footprint of the existing residence is expanded by more than 10 percent over its remaining lifetime.*¹¹
6. *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 strips created by the plat.*

¹¹ If for some reason lot numbering changes before final plat approval, then all references to "Lot 9" in this statement shall be changed to reflect the new number assigned to Proposed Lot 9 as depicted on the approved preliminary plat.

Exhibit 2

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7. *Individual lot flow control BMP's 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.*
8. *All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*
9. *Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.*
10. *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.*
11. *Unless directed to individual lot flow control BMP's, 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.*
12. *A surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.*
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. *Trees retained in accordance with SMC Chapter 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.*
15. *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.*
16. *SMC 14A.15.020 requires that at the time of final plat a minimum of 30% of the impact fees must be paid prior to recording. However the Plator has the option to pay more. The Plator shall indicate on*

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the face of the plat if any additional fees are owned by the lots in the plat. Also, the Plator shall indicate which 11 lots are subject to any remaining street impact fees.

17. *Pursuant to SMC 21A.105, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on 11 lots.*
18. *Eleven lots are subject to the park impact fees at the time of building permit issuance.*

Exhibit 2

Discovery Grove AKA Bain

Hearing Examiner's Condition	Applicant Response	Comments
A. General Conditions		
<p>1. Exhibit S-1.1 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.</p>	<p>There have been minor revisions to the boundaries of Tracts B and C as well as tree retention calculations.</p>	<p>Tracts B and C were combined, storm and open space since preliminary. Applicant submitted an revised arborist report. The applicant has shown the correct retention of trees.</p>
<p>2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the Sammamish Municipal Code (SMC), the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and Interim Public Works Standards (PWS) Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.</p>	<p>The applicant has bonded \$249,051.20 in the form a performance bond for site development. All site work, including landscaping, will be completed at the time of plat recording and the applicant will provide a landscaping maintenance bond and a plat maintenance bond.</p>	<p>Site restoration and ROW bond was provided for site development and replaced with a Site performance bond for final plat, which will be replaced with M&D bond when applicable.</p>
<p>3. The Plator shall comply with the payment of street impact fees in accordance to City of Sammamish Municipal Code Title 14A.</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. 18, Sheet 2.</p>	<p>So far these have been provided on time.</p>
<p>4. All open space tracts within this subdivision shall be owned and maintained by the homeowners association.</p>	<p>Tracts B and D are the open space tracts and will be owned by the HOA, the required conveyance language is in Notes and Restrictions 2, Sheet 2.</p>	<p>Complete as stated in notations on the final plat.</p>
Hearing Examiner's Condition		
Applicant Response		
Comments		

Hearing Examiner's Condition	Applicant Response	Comments
<p>5. All lots and tracts (except any tract deeded or dedicated to the City) within the subdivision (including Proposed Lot 9) shall be included within the homeowners association (HOA). The CC&Rs for the HOA may be structured such that Proposed Lot 9 pays no HOA fees and is not subject to HOA covenants (other than the covenant(s) containing the provisions required by this condition of approval) until such time as it is redeveloped. For the purposes of this condition, %eveloped+shall mean that: 1) Lot 9 is divided into two or more lots; 2) The existing residence is demolished and replaced with a totally new residence; and/or 3) The footprint of the existing residence is expanded by more than 10 percent over its remaining lifetime. The homeowners association CC&Rs shall specify the above-listed conditions, any one of which would automatically trigger Proposed Lot 9's full inclusion in the HOA.</p>	<p>This condition has been addressed in the C, C&R's</p>	<p>Completed as shown in CC&R's.</p>
<p>6. Prior to City approval of construction/engineering plans for the development and prior to removal of any trees from the subject property, the Plator shall have a professional arborist identify the outer edge of the root zone on the development site of the trees on the adjoining property to the east. The root zone boundary as identified by the Plator's arborist shall be subject to verification and approval by the City. All construction/engineering plans shall avoid work inside the root zone that would harm the roots of those trees. The identified root zone shall be protected on site during construction by appropriate protective fencing.</p>	<p>The arborist has identified the edge of the root zone, the construction/engineering drawings have been approved, sufficient clearing limits shown on the approved plans have been staked and the appropriate protective fencing has been installed.</p>	<p>Completed. Additional information from arborist correctly identified dripline.</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 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>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

Hearing Examiner's Condition	Applicant Response	Comments
<p>2. The internal plat street serving more than 4 dwelling units shall be consistent with the provisions of the PWS Variation granted for this development (Exhibit S-1.30a), or as approved by the City Engineer during final engineering.</p>	<p>The approved engineering plans have been prepared consistent with granted variation.</p>	<p>Completed but needs to be verified before as-built approval.</p>
<p>3. Half-street frontage improvements shall be provided on SE 29th Street and 226th Avenue SE as approved by the Development Review Engineer during final engineering.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Completed.</p>
<p>4. At a minimum, 226th Avenue SE shall include 16-feet of pavement from the existing centerline striping to the new face of curb, vertical curb, planter strip, and 5-foot sidewalk.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Completed.</p>
<p>5. At a minimum, SE 29th Street shall include curb bulb outs at the intersections, with 10-foot travel lanes and 8-foot wide parking to the west of the plat entrance road. To the east of the plat entrance road, 10-foot travel lane and 6-foot shoulder shall be provided such that the new vertical curb matches the existing curb to the east of the project development frontage. Vertical curbs, planter strips, and 5-foot sidewalk shall be required on SE 29th Street frontage.</p>	<p>This condition shall be met by the completion of construction of the approved engineering plans.</p>	<p>Completed.</p>
<p>6. The existing centerline taper on SE 29th Street shall be shifted as approved by the City Traffic Engineer. New channelization plans shall be provided for review with the final engineering plans with approval by the City Traffic Engineer.</p>	<p>The centerline taper on SE 29th Street shall be shifted and the channelization plan has been approved.</p>	<p>Completed.</p>
<p>7. The cul-de-sac 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>Needs to be verified before as-built approval.</p>
<p>8. Illumination shall be provided in the plat and frontage roads consistent with the City standards for average foot candles and uniformity for a local road. Luminares 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>Completed.</p>
Hearing Examiner's Condition	Applicant Response	Comments

Hearing Examiner's Condition	Applicant Response	Comments
<p>9. 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>Designed according to requirements.</p>
<p>10. The site is subject to Flood Area Flow Control (Level 3) and Sensitive Lake Water Quality Treatment with 80% phosphorus removal using AKART standards.</p>	<p>Noted</p>	<p>Needs to be verified before as-built approval.</p>
<p>11. If infiltration of storm water is proposed, 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.</p>	<p>All the required documentation to support the infiltration facility design has been submitted and approved by the City.</p>	<p>Monitoring needs occur over the next two years. All else was completed.</p>
<p>12. Individual lots whose storm water runoff from impervious surfaces is conveyed to the subdivision's infiltration facility are exempt from flow control BMPs requirements.</p>	<p>Noted</p>	<p>Monitoring the infiltration vault performance will verify this works.</p>
<p>13. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vacuored and the system shall be televised for inspection.</p>	<p>This condition shall be met by action taken by the developer.</p>	<p>Was completed, pending move into M&D expected soon.</p>
<p>14. 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>Needs to be verified before as-built approval.</p>
<p>15. The Platlor shall purchase from the City and install drain markers on each catch basin within the plat (Only rain down the drain).</p>	<p>This condition shall be met by action taken by the developer.</p>	<p>Needs to be placed and verified before as-built approval.</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>
<p>C. Prior to or Concurrent with Final Plat:</p>		

C. Prior to or Concurrent with Final Plat:

<p>1. 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 infiltration vault. Final lift of asphalt may be bonded except as indicated.</p>	<p>This condition shall be met by the completion of construction as shown on the approved engineering plans.</p>	<p>Completed.</p>
<p>2. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. A 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 DR Strong Consulting Engineers survey crews.</p>	<p>Survey was completed.</p>
<p>3. All new signs required in the public right-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 Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. Any 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>City of Sammamish Public Works Department will be contacted to initiate this process.</p>	<p>Completed.</p>
<p>4. Any offsite improvements shall be fully constructed.</p>	<p>This condition shall be met by the completion of construction as shown on the approved construction plans.</p>	<p>Completed.</p>
<p>5. No Parking signs shall be permanently installed.</p>	<p>The required signs shall be installed prior to final approval.</p>	<p>Completed.</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

Hearing Examiner's Condition	Applicant Response	Comments
6. Illumination shall be fully installed or as approved by the City Engineer.	The required street lighting shall be installed prior to final approval.	Completed.
7. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM and the City of Sammamish Addendum	The required soil amendments have been provided.	Completed.
8. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.	A performance bond was posted prior to the start of construction.	Was posted and replaced the site restoration bond.
D. Conditions to appear on the face of the final plat (Italicized conditions are to appear verbatim):		
1. The applicant shall include a note regarding the payment of all street impact fees on the subject site.	The required note has been included on the final plat, see Notes And Restrictions No. 18, Sheet 2.	Completed.
2. 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.	The required note has been included on the final plat, see Notes And Restrictions No. 15, Sheet 2.	Completed.
3. 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.	The required note has been included on the final plat, see Notes And Restrictions No. 3, Sheet 2.	Completed.
4. <i>No direct vehicular access shall be allowed onto SE 29th Street or 226th Avenue SE except conditionally for Lot 9.</i>	The required note has been included on the final plat, see Notes And Restrictions No. 6, Sheet 2.	Completed.
Hearing Examiner's Condition	Applicant Response	Comments

Hearing Examiner's Condition

Applicant Response

Comments

<p>5. The existing driveway access to Lot 9 from 226th Avenue SE shall be eliminated and replaced with access from the internal cul-de-sac road when, in the future: 1) Lot 9 is divided into two or more lots; 2) The existing residence is demolished and replaced with a totally new residence; and/or 3) The footprint of the existing residence is expanded by more than 10 percent over its remaining lifetime. [11] If for some reason lot numbering changes before final plat approval, then all references to "Lot 9" in this statement shall be changed to reflect the new number assigned to Proposed Lot 9 as depicted on the approved preliminary plat.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 7, Sheet 2.</p>	<p>Completed.</p>
<p>6. 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 strips 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>Completed.</p>
<p>7. Individual lot flow control BMP's 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.</p>	<p>The note is shown on the final plat (See Notes and Restrictions No. 11, Sheet 2) and is addressed and incorporated into the site development plans via the site infiltration vault.</p>	<p>Completed.</p>
<p>8. All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 12, Sheet 2.</p>	<p>Completed.</p>
<p>9. Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 13, Sheet 2.</p>	<p>Completed.</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

Hearing Examiner's Condition	Applicant Response	Comments
<p>10. 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.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 14, Sheet 2.</p>	<p>Completed.</p>
<p>11. Unless directed to individual lot flow control BMP's, 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.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 15, Sheet 2.</p>	<p>Completed.</p>
<p>12. A surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 16, Sheet 2.</p>	<p>Completed.</p>
<p>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.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 17, Sheet 2.</p>	<p>Completed.</p>
<p>Hearing Examiner's Condition</p>	<p>Applicant Response</p>	<p>Comments</p>

Hearing Examiner's Condition	Applicant Response	Comments
<p>14. Trees retained in accordance with SMC Chapter 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 Required note has been included on the final plat, Sheet 5 of 5.</p>	<p>Completed</p>
<p>15. 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.</p>	<p>The required note has been included on the final plat, see Tree Retention Note, Sheet 5.</p>	<p>Completed as shown on Note, Sheet 5.</p>
<p>16. SMC 14A.15.020 requires that at the time of final plat a minimum of 30% of the impact fees must be paid prior to recording. However the Plator has the option to pay more. The Plator shall indicate on the face of the plat if any additional fees are owned by the lots in the plat. Also, the Plator shall indicate which 11 lots are subject to any remaining street impact fees.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 18, Sheet 2. The applicant has paid 30% of the street impact fees. The plator has indicated on the final plat which 11 lots are subject to any remaining street impact fees.</p>	<p>Completed as shown on Note 18, Sheet 2.</p>
<p>17. Pursuant to SMC 21A.105, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee shall be paid prior to building permit issuance on 11 lots.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 19, Sheet 2.</p>	<p>Completed as shown on Note 19, Sheet 2.</p>
<p>18. Eleven lots are subject to the park impact fees at the time of building permit issuance.</p>	<p>The required note has been included on the final plat, see Notes And Restrictions No. 20, Sheet 2</p>	<p>Completed as shown on Note 20, Sheet 2.</p>

Exhibit 3

DISCOVERY GROVE A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4) SECTION 9, 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...

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...

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...

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: ROBERT GUASTALINI ITS: MANAGER

DAVID J. HINES BY: David J. Hines DEPUTY KING COUNTY ASSESSOR

ACKNOWLEDGMENTS

STATE OF WASHINGTON COUNTY OF KING I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT I WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER 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 February 23, 2016 SIGNATURE OF Robert Guastalini NOTARY PUBLIC TITLE Notary MY APPOINTMENT EXPIRES 6-17-18

STATE OF WASHINGTON COUNTY OF KING I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT I WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF BEING EMPLOYEES' CREDIT UNION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED February 19, 2016 SIGNATURE OF Verity K. Swartz NOTARY PUBLIC TITLE Notary MY APPOINTMENT EXPIRES 6-17-18

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, AS SHOWN HEREON...

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...

STATE OF WASHINGTON COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT I WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF WASHINGTON TRUST BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED February 23, 2016 SIGNATURE OF Carol L. Rozday NOTARY PUBLIC TITLE Notary MY APPOINTMENT EXPIRES 6-17-18

STATE OF WASHINGTON COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID J. HINES IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND FURTHER ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED February 23, 2016 SIGNATURE OF Carol L. Rozday NOTARY PUBLIC TITLE Notary MY APPOINTMENT EXPIRES 6-17-18

STATE OF WASHINGTON COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LINA HINES IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT AND FURTHER ACKNOWLEDGED IT TO BE HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED February 23, 2016 SIGNATURE OF Carol L. Rozday NOTARY PUBLIC TITLE Notary MY APPOINTMENT EXPIRES 6-17-18

APPROVALS:

EXAMINED, AND APPROVED PER SMC 19.A.16 THIS 19.A.16 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 19.A.16 DAY OF 2016. KING COUNTY DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

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 19.A.16 DAY OF 2016. MANAGER, KING COUNTY OFFICE OF FINANCE DEPUTY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF DISCOVERY GROVE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 9, 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.



D.R. STRONG CONSULTING ENGINEERS ENGINEERS PLANNERS SURVEYORS 620 7TH AVENUE, KIRKLAND, WA 98033



STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 37555 D. R. STRONG CONSULTING ENGINEERS 620 7TH AVENUE KIRKLAND, WASHINGTON 98033

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST BPW BUILDERS, LLC, THIS 19.A.16 DAY OF 2016. AT 19.A.16 MINUTES PAST 19.A.16 M. AND RECORDED IN VOLUME 19.A.16 OF PLATS, PAGE(S) 19.A.16 RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS MANAGER SUPERINTENDENT OF RECORDS

RECORDING NO. VOL/PG SHEET 2 OF 5

DISCOVERY GROVE
A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

- 1. UPON THE RECORDING OF THIS PLAT, TRACT A, A PRIVATE ACCESS AND UTILITY TRACT IS HEREBY CONVEYED TO THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION, RESERVING THEREFROM AN EASEMENT OVER SAID TRACT WHICH IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 6 AND 7 OF THIS PLAT FOR ACCESS, UTILITIES AND DRAINAGE. THE COST OF THE MAINTENANCE OF THE PRIVATE UTILITY AND DRAINAGE FACILITIES WITHIN SAID TRACT SHALL BE BORNE BY THE OWNER(S) OF THE LOTS BENEFITING FROM THE USE OF SAID FACILITIES. THE COST OF THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES WITHIN SAID TRACT SHALL BE THE RESPONSIBILITY OF SAID HOMEOWNERS ASSOCIATION.
2. TRACT B AND TRACT D ARE OPEN SPACE TRACTS AND ARE HEREBY GRANTED AND CONVEYED TO THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OBLIGATIONS ASSOCIATED WITH SAID TRACTS. SHOULD THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 13 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.
3. TRACT C IS A PRIVATE STORM DRAINAGE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE 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 DISCOVERY GROVE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE OWNERS OF LOTS 1 THROUGH 13 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.
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.
4. 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.
5. LOT 9 SHALL RETAIN ITS CURRENT ADDRESS OF 2924 224TH PLACE SE. ALL OTHER HOUSE ADDRESSES WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 2902 TO 2995 226TH PLACE SE.
6. NO DIRECT VEHICULAR ACCESS SHALL BE ALLOWED ONTO SE 29TH STREET OR 226TH AVENUE SE EXCEPT CONDITIONALLY FOR LOT 9.
7. THE EXISTING DRIVEWAY ACCESS TO LOT 9 FROM 226TH AVENUE SE SHALL BE ELIMINATED AND REPLACED WITH ACCESS FROM THE INTERNAL CUL-DE-SAC ROAD WHEN, IN THE FUTURE: 1) LOT 9 IS DIVIDED INTO TWO OR MORE LOTS; 2) THE EXISTING RESIDENCE IS DEMOLISHED AND REPLACED WITH A TOTALLY NEW RESIDENCE; AND/OR 3) THE FOOTPRINT OF THE EXISTING RESIDENCE IS EXPANDED BY MORE THAN 10 PERCENT OVER ITS REMAINING LIFETIME.
8. 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 STRIPS CREATED BY THE PLAT.
9. MAINTENANCE OF LANDSCAPING STRIPS ALONG THE STORMWATER POND PERIMETER SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
10. MAINTENANCE OF ALL LANDSCAPE STRIPS, INCLUDING STREET TREES ALONG THE EXISTING PUBLIC RIGHTS-OF-WAY OF 226TH AVENUE SE AND SE 29TH STREET ADJOINING THIS PLAT AND STREET TREES ALONG THE PLAT INTERNAL ROAD SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
11. INDIVIDUAL LOT FLOW CONTROL BMP'S 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. THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL, SECTION 1.2.3.3 STATES THAT ANY IMPERVIOUS SURFACE SHALL BE PROVIDED BY AN INFILTRATION FACILITY IN ACCORDANCE WITH THE LOW FLOW CONTROL FACILITY REQUIREMENTS. THE FACILITY IMPLEMENTATION REQUIREMENTS, AND THE DESIGN CRITERIA FOR INFILTRATION FACILITIES IS EXEMPT FROM THE FLOW CONTROL BMP'S REQUIREMENT.
12. ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
13. MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
14. 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.
15. UNLESS DIRECTED TO INDIVIDUAL LOT FLOW CONTROL BMP'S, 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.
16. A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT.
17. ILLIOT DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPLIANCES 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 DOWNSTEAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO SMC 15.30.020.
18. 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 2-8 AND 10-13. CREDIT SHALL BE GIVEN FOR TWO EXISTING PARCELS. LOTS 1, AND 9 SHALL RECEIVE CREDIT.
19. PURSUANT TO CHAPTER 21A.105 SMC, FIFTY PERCENT OF THE SCHOOL IMPACT FEES WERE PAID AT FINAL PLAT. FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT ON LOTS 2-8 AND 10-13. CREDIT SHALL BE GIVEN FOR TWO EXISTING PARCELS. LOTS 1 AND 9 SHALL RECEIVE CREDIT.
20. LOTS 2-8 AND 10-13 ARE SUBJECT TO PARK IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT. CREDIT SHALL BE GIVEN FOR TWO EXISTING PARCELS. LOTS 1 AND 9 SHALL RECEIVE CREDIT.
21. THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE WASHINGTON SECRETARY OF STATE JULY 20, 2015. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION RECORDED UNDER KING COUNTY RECORDING NUMBER _____

CITY OF SAMMAMISH FILE NO. FSUB 2015-00263

WATER AND SEWER EASEMENT PROVISION

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER & 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 13 AND TRACT A HEREOF DESCRIBED AS FOLLOWS:
THE EXTERIOR 10.00 FEET OF LOTS 1 THROUGH 13 AND TRACT A, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF 226TH PLACE SE, AS ESTABLISHED HEREBY, AS SHOWN HEREIN;
THE WEST 10.00 FEET OF THE NORTH 25.00 FEET OF LOT 6;
THE NORTH 5.00 FEET OF LOT 7;
THE NORTHERLY 5.00 FEET OF LOT 8 EXCEPT THE WESTERLY 10.00 FEET THEREOF; AND TRACT A EXCEPT THE WESTERLY 10.00 FEET THEREOF.

AS SHOW 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 GRANTEE COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERS, 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.
FOR EASEMENTS ACROSS THE ENTIRETY OF TRACT A, A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS AND UTILITIES THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.

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, 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.

EASEMENT NOTES

- 1. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 1 AND 2 IS FOR THE BENEFIT OF LOTS 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 LOT 4 IS FOR THE BENEFIT OF LOT 5 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 4 AND 5 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 LOTS 7 AND 8 AND TRACT A IS FOR THE BENEFIT OF LOTS 6, 7 AND 8 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6, 7 AND 8 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 LOT 11 IS FOR THE BENEFIT OF LOT 10 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 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 13 IS FOR THE BENEFIT OF LOT 12 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12 AND 13 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.
6. THE PRIVATE ACCESS EASEMENT SHOWN ON TRACT D IS FOR THE BENEFIT OF LOT 9 FOR PRIVATE ACCESS FACILITIES. THE OWNER OF SAID LOT 9 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE ACCESS FACILITIES WITHIN SAID EASEMENT.
7. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 11 IS FOR THE BENEFIT OF LOT 10 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNER OF SAID LOT 10 IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT.
8. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 6, 7 AND 8 IS FOR THE BENEFIT OF LOTS 6, 7 AND 8 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 6, 7 AND 8 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.
9. THE PRIVATE ENTRY MONUMENT EASEMENT SHOWN ON LOT 11 IS HEREBY RESERVED FOR AND GRANTED TO THE DISCOVERY GROVE HOMEOWNERS ASSOCIATION, SAID HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT FACILITIES WITHIN SAID EASEMENT.

LEGAL DESCRIPTION:

PARCEL A: THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST CORNER OF SAID SECTION 9; THENCE NORTH 00°58'45" EAST 688.58 FEET; THENCE NORTH 88°43'04" WEST 350 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°43'04" WEST 163 FEET; THENCE NORTH 00°58'45" EAST 420 FEET MORE OR LESS, TO THE SOUTH RIGHT OF WAY MARGIN OF THE COUNTY ROAD AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 28833399; THENCE SOUTH 89°00'16" EAST ALONG THE SOUTH MARGIN OF SAID COUNTY ROAD 163 FEET; THENCE SOUTH 00°47'55" WEST TO THE TRUE POINT OF BEGINNING; (ALSO KNOWN AS THE WEST 163 FEET OF THE EAST 463 FEET OF LOTS 1 AND 2, BLOCK 4, PINECREST, ACCORDING TO THE UNRECORDED PLAT THEREOF).
PARCEL B: THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°00'16" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 30 FEET; THENCE NORTH 00°58'45" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 688.58 FEET; THENCE NORTH 88°43'04" WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 675.56 FEET; THENCE NORTH 00°58'45" WEST PARALLEL DESCRIPTION; THENCE SOUTH 88°43'04" EAST 212.96 FEET; THENCE NORTH 00°58'45" EAST 440 FEET MORE OR LESS, TO THE SOUTH LINE OF J.A. HUNNEN EXTENSION REVISION ROAD NO. 2 AS ESTABLISHED BY DEED RECORDED IN VOLUME 1668 OF DEEDS, PAGE 610, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 88°43'04" WEST ALONG SAID SOUTH LINE 220.41 FEET TO THE WEST LINE OF A TRACT DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 47595052; THENCE SOUTH 01°00'20" EAST ALONG SAID WEST LINE 204.95 FEET; THENCE SOUTH 00°47'55" WEST 231.80 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF WITHIN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED MAIN TRACT; THENCE SOUTH 88°43'04" EAST 212.56 FEET; THENCE NORTH 00°58'45" EAST 220 FEET; THENCE WESTERLY TO A POINT DISTANT NORTH 00°47'55" WEST 180 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 00°47'55" EAST 180 FEET TO THE POINT OF BEGINNING;
TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE NORTH 01°31'46" EAST, ALONG THE EAST LINE THEREOF, 688.32 FEET TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT A, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2006-00040 RECORDED UNDER RECORDING NUMBER 2006072900004, RECORDS OF SAID COUNTY; THENCE NORTH 88°03'03" WEST, ALONG SAID EASTERLY PROLONGATION AND NORTH LINE 493.01 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO DAVID J. HINES AND LINDA HINES BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9203101106, RECORDS OF SAID COUNTY; THENCE NORTH 01°31'46" EAST, ALONG THE EAST LINE OF SAID HINES TRACT 120.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING A NON-RADIAL INTERSECTION WITH A 50.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 00°58'50" EAST; THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°39'44" A DISTANCE OF 25.26 FEET; THENCE SOUTH 29°38'34" WEST 4.14 FEET; THENCE NORTH 88°10'03" WEST 186.35 FEET TO THE WEST LINE OF SAID HINES TRACT; THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID HINES TRACT; THENCE NORTH 01°22'07" EAST 56.96 FEET; THENCE NORTH 81°11'34" EAST 216.25 FEET; THENCE SOUTH 01°31'46" WEST 98.05 FEET; TO THE POINT OF BEGINNING.
(ALSO KNOWN AS NEW LOT A OF BOUNDARY LINE ADJUSTMENT NO. BLA 2014-00089 RECORDED ON DECEMBER 18, 2014 AS RECORDING NUMBER 20141218900009, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.)
PARCEL C: THAT PORTION OF GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE NORTH 01°31'46" EAST, ALONG THE EAST LINE THEREOF, 688.32 FEET TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT A, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER PLN2006-00040, RECORDED UNDER RECORDING NUMBER 2006072900004, RECORDS OF SAID COUNTY; THENCE NORTH 88°03'03" WEST, ALONG SAID EASTERLY PROLONGATION AND NORTH LINE, 493.01 FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO DAVID J. HINES AND LINDA HINES BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9203101106, RECORDS OF SAID COUNTY; AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING NORTH 88°03'03" WEST, ALONG THE COMMON LINE BETWEEN SAID LOT A AND HINES TRACT, 212.24 FEET TO THE SOUTHWEST CORNER OF SAID HINES TRACT; THENCE NORTH 01°22'07" EAST, ALONG THE WEST LINE OF SAID HINES TRACT, 122.88 FEET; THENCE SOUTH 88°10'03" EAST 186.35 FEET; THENCE NORTH 29°38'34" EAST 4.14 FEET TO A RADIAL INTERSECTION WITH 50.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 29°38'34" EAST; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°39'44" A DISTANCE OF 25.26 FEET TO A POINT ON THE EAST LINE OF SAID HINES TRACT; THENCE SOUTH 01°31'46" WEST, ALONG SAID EAST LINE, 120.95 FEET TO THE POINT OF BEGINNING.
(ALSO KNOWN AS NEW LOT B OF BOUNDARY LINE ADJUSTMENT NO. BLA 2014-00089 RECORDED ON DECEMBER 18, 2014 AS RECORDING NUMBER 20141218900009, IN THE OFFICIAL RECORDS OF KING COUNTY, WASHINGTON.)



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

PROJECT NO. 13127



DISCOVERY GROVE

A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

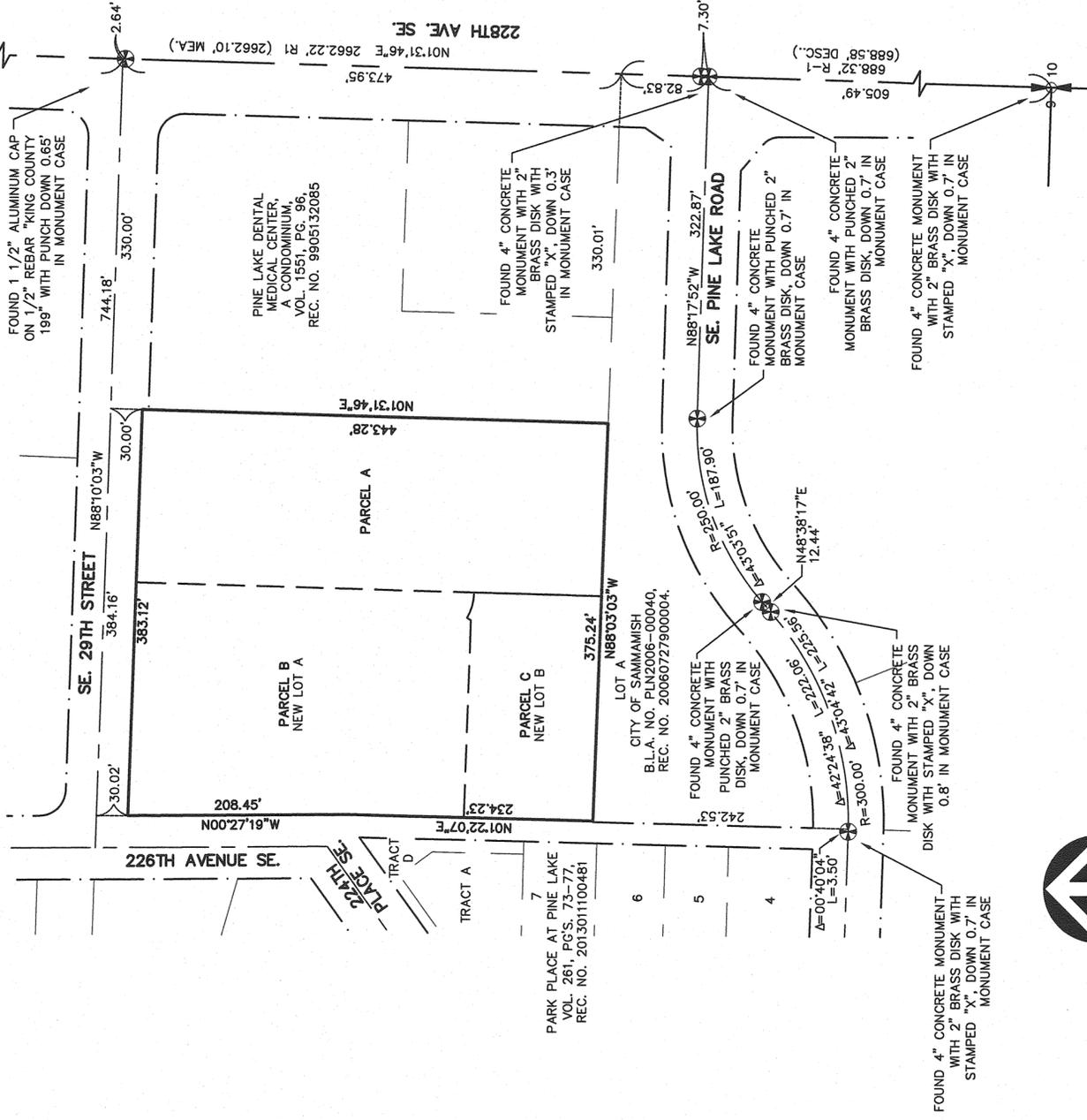
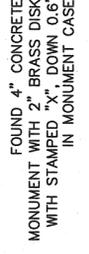
RECORDING NO.

VOL/PG

SHEET 3 OF 5

VOL/PG

FOUND 4" CONCRETE MONUMENT WITH 2" BRASS DISK WITH STAMPED "X", DOWN 0.6' IN MONUMENT CASE



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

PROJECT NO. 13127



NORTH

GRAPHIC SCALE
0 50' 100' 200'
1 INCH = 100 FT.

BASIS OF BEARINGS:

N01°31'46"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER AND NORTHEAST SECTION CORNER OF SECTION 9-24-6, PER REFERENCE 1.

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE NUMBER 5003353-2511852 DATED OCTOBER 2, 2015. 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.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN OCTOBER, 2012.
3. PROPERTY AREA = 167,155± SQUARE FEET (3.8374± ACRES).
4. ALL DISTANCES ARE IN FEET.
5. 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.

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 & SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9307301617, 9811051363, 9901506609, 20040414002865, 20041201000040, 20060126001770, 20110106000751, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779, 20141201000780, 20150824000615, 20150824000616 AND 20150824000617.
2. THIS SITE IS SUBJECT TO THE RIGHT GRANTED TO KING COUNTY TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON THE PREMISES, AS GRANTED BY DEED RECORDED UNDER RECORDING NUMBER 2883399.
3. THIS SITE IS SUBJECT TO THE CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NUMBER 7502180381.
4. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AND KENNETH M. AND CHARLOTTE M. GUNDERSON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9504070345.
5. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A WALL EASEMENT AGREEMENT BETWEEN JEFFREY L. GLENN AND HELEN M. GLENN, HUSBAND AND WIFE AND KING COUNTY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 19990728001665 AND IS SHOWN HEREON.
6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "KING COUNTY FORM--SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20011127002678 AND 20080626001300.
7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SAMMAMISH PLATEAU WATER & SEWER DISTRICT REIMBURSEMENT AGREEMENT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20020410002566 AND 20050902000095.
8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF ADOPTING AN AGENT TO RECEIVE CLAIMS AND DAMAGES AGAINST THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050503000993.
9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF DEVELOPER EXTENSION AGREEMENT AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENTS PURSUANT TO CHAPTER 57.22 RCW" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140929000924.
10. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS (BOUNDARY LINE REVISIONS) RECORDED UNDER RECORDING NUMBER 20141218900009.

REFERENCES:

1. THE PLAT OF CROFTON, RECORDED UNDER RECORDING NUMBER 20080522000709.
2. CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00040, RECORDED UNDER RECORDING NUMBER 20060727900004.
3. CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00040, RECORDED UNDER RECORDING NUMBER 20130702900012.
4. THE SURVEY MAP AND PLANS FOR PINE LAKE DENTAL MEDICAL CENTER, A CONDOMINIUM, RECORDED UNDER RECORDING NUMBER 8905132085.
5. THE SURVEY MAP AND PLANS FOR PINE LAKE PLACE CONDOMINIUM, RECORDED UNDER RECORDING NUMBER 20070827000427.
6. THE PLAT OF PARK PLACE AT PINE LAKE, RECORDED UNDER RECORDING NUMBER 2013011000481.

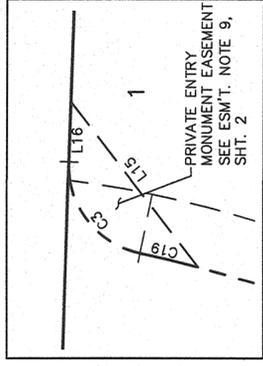
RECORDING NO.

VOL/PG

SHEET 4 OF 5

VOL/PG

DISCOVERY GROVE
A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



DETAIL A

BASIS OF BEARINGS:

N01°31'46"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER AND NORTHEAST SECTION CORNER OF SECTION 9-24-6, PER REFERENCE 1.

LEGEND

- ⊕ 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"
- ℓ PROPERTY LINE
- CLF CHAIN-LINK FENCE
- WF WIRE FENCE
- GP GATE POST
- PDE PRIVATE STORM DRAIN EASEMENT
- BSBL BUILDING SETBACK LINE
- SPWSD SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

LINE	BEARING	DISTANCE
L1	N65°20'03"W	13.94'
L2	N88°10'03"W	48.86'
L3	N01°31'46"E	20.00'
L4	N88°10'03"W	50.00'
L5	N88°10'03"W	3.00'
L6	N65°20'03"W	26.64'
L7	N29°38'34"E(R)	4.14'
L8	N88°10'03"W	13.51'
L9	N03°08'06"W	12.13'
L10	N26°37'16"W	26.75'
L11	N01°22'07"E	35.60'
L12	N01°31'46"E	1.50'
L13	N88°10'03"W	44.56'
L14	N27°00'56"W	32.30'
L15	N52°07'26"E	34.80'
L16	N88°10'03"W	10.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	150.00'	06°42'10"	17.95'
C2	150.00'	07°28'20"	19.56'
C3	15.00'	80°08'55"	20.98'
C4	175.00'	04°19'25"	13.21'
C5	125.00'	14°10'30"	30.92'
C6	25.00'	13°20'58"	5.82'
C7	50.50'	47°08'55"	41.56'
C8	50.50'	24°55'35"	21.97'
C9	50.50'	30°25'21"	26.81'
C10	50.50'	29°39'44"	25.28'
C11	50.50'	76°31'15"	67.44'
C12	50.50'	57°52'43"	51.01'
C13	20.00'	72°12'35"	25.21'
C14	175.00'	02°37'08"	8.00'
C15	175.00'	09°35'09"	29.28'
C16	175.00'	01°29'39"	4.56'
C17	15.00'	103°41'57"	27.15'
C18	10.00'	92°17'13"	16.11'
C19	175.00'	03°16'27"	10.00'



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PROJECT NO. 13127

CITY OF SAMMAMISH FILE NO. FSUB 2015-00263

LOT A
CITY OF SAMMAMISH
B.L.A. NO. PLN2006-00040
REC. NO. 20060727900004.

FOUND 1/2" REBAR LEARNING NORTHERLY WITH WASHER STAMPED "LS 11333" TIED TO REBAR WITH WIRE, 0.1 S. X 0.3'E. OF PROP. CORNER, DOWN 0.3' BELOW GROUND LEVEL

5' PRIVATE STORM DRAINAGE EASEMENT SEE ESM.T. NOTE 8, SHT. 2

10' SPWSD WATER AND SANITARY SEWER EASEMENT

EXISTING FENCE TO BE REMOVED AND A NEW FENCE WILL BE INSTALLED ON THE BOUNDARY LINE

WF 0.3'W OF R

WF 0.2'E OF R

WF 0.2'E OF R

WF 0.2'E OF R

WF 0.1'E OF R

FOUND REBAR WITH 1 3/4" CAP WITH TACK "HEAD GILMAN & ASSOC. #35145" 0.2'E. X 6.1'S. OF PROP. CORNER

EASEMENT REC. NO. 19990728001665

5'X35' WALL

10' PDE. SEE ESM.T. NOTE 1, SHT. 2

10' UTILITY EASEMENT TYP. AND 10' SPWSD WATER AND SANITARY SEWER EASEMENT

10' PDE. SEE ESM.T. NOTE 2, SHT. 2

10' PDE. SEE ESM.T. NOTE 2, SHT. 2

10' PDE. SEE ESM.T. NOTE 2, SHT. 2

10' PDE. SEE ESM.T. NOTE 3, SHT. 2

DISCOVERY GROVE

A PORTION OF GOVERNMENT LOT 2 (THE SE. 1/4 OF THE NE. 1/4)
SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.,
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

SE. 29TH STREET

226TH AVENUE SE.

226TH PLACE SE.

224TH PLACE SE.



PINE LAKE DENTAL MEDICAL CENTER,
A CONDOMINIUM,
VOL. 1551, PG. 96,
REC. NO. 9905132085

LEGEND
● EXISTING TREE TO BE SAVED SEE TABLE ABOVE
● DBH DIAMETER AT BREAST HEIGHT

LOT A
CITY OF SAMMAMISH
B.L.A. NO. PLN2006-00040,
REC. NO. 20060727900004.

7
PARK PLACE AT PINE LAKE
VOL. 261, PGS. 73-77,
REC. NO. 2013011100481

CITY OF SAMMAMISH FILE NO. FSUB 2015-00263

RECORDING NO.

VOL/PG

SHEET 5 OF 5

VOL/PG

TREE LEGEND

TREE NUMBER	SPECIES	DBH	TREE NUMBER	SPECIES	DBH
45	FIR	25	218	CEDAR	24
46	CEDAR	20	219	CEDAR	36
47	CEDAR	8	223	CEDAR	36
48	FIR	24	224	CEDAR	28
52	CEDAR	8	225	FIR	28
53	CEDAR	8	226	CEDAR	20
54	CEDAR	9	227	CEDAR	20
151	FIR	24	228	FIR	32
152	FIR	24	229	CEDAR	10.3
157	CEDAR	8	231	CEDAR	24
158	FIR	9	232	CEDAR	28
159	FIR	13	233	CEDAR	32
160	CEDAR	8	234	CEDAR	36
161	FIR	18	235	CEDAR	18.34
162	CEDAR	14	236	CEDAR	36
169	FIR	28	237	CEDAR	22.24
170	CEDAR	17	238	CEDAR	20
171	CEDAR	10	239	CEDAR	8
181	FIR	18	240	CEDAR	28
182	FIR	9	241	CEDAR	34
183	FIR	17	242	CEDAR	12
184	CEDAR	19	243	FIR	36
185	CEDAR	16	244	CEDAR	28
186	CEDAR	16	246	CEDAR	14
187	CEDAR	14	250	CEDAR	22
188	CEDAR	18	251	CEDAR	10
189	CEDAR	9	252	HEMLOCK	24
191	FIR	8	253	FIR	26
192	FIR	11	254	CEDAR	8
193	FIR	16	257	CEDAR	36
194	FIR	18	258	CEDAR	36
195	CEDAR	16	267	FIR	34
202	FIR	24	296	DOUG FIR	36
203	CEDAR	10	316	ALDER	8.10
204	HEMLOCK	14	317	ALDER	12
205	CEDAR	13	318	ALDER	10
206	CEDAR	9	319	ALDER	8.8
207	CEDAR	26	320	ALDER	12
208	CEDAR	11	321	ALDER	10
209	CEDAR	12			

NOTES

1. EXISTING TREE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED BY THIS FIRM IN FEBRUARY 2014. TREE SIZES AND SPECIES ARE BASED ON THE SIGNIFICANT TREE REPORT PREPARED BY GREENFOREST INCORPORATED CONSULTING ARBORIST, DATED FEBRUARY 24, 2015.

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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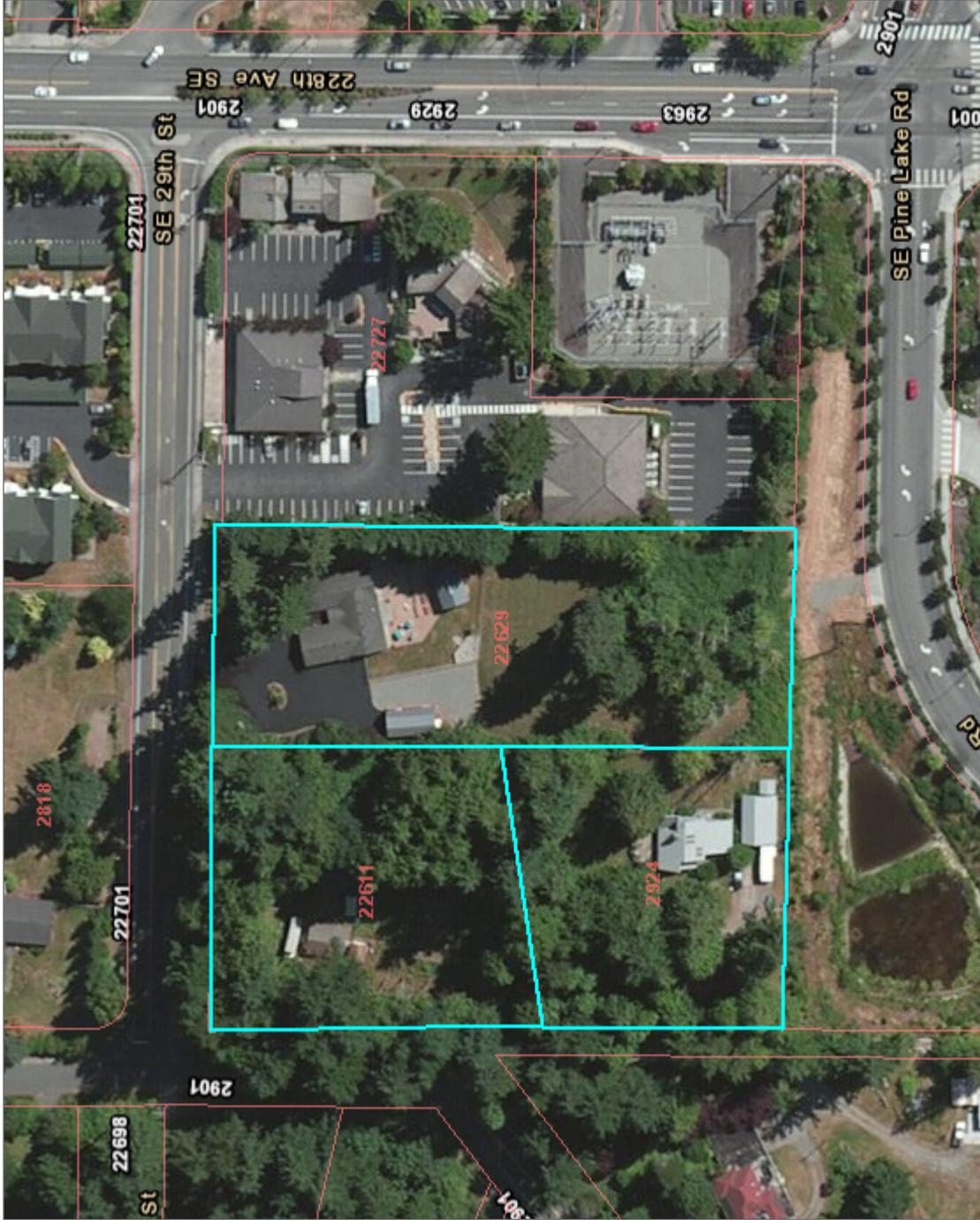
PROJECT NO. 13127





NWMaps.net

DISCOVERY GROVE, VICINITY MAP



- Nearby Search Area (.25mi)
- Search Result Location
- City Limit
- Parcel
- Trail
- Other
- Multi-Use
- Bike Route
- 10' Contour
- Wetland
- Park
- Openspace
- School

Disclaimer: The eCityGov Alliance or its member agencies do not guarantee that the information on this map is accurate or complete. This map is provided for information purposes only.

Exhibit 5



Meeting Date: March 22, 2016

Date Submitted: 3/15/2016

Originating Department: Public Works

Clearances:

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

Subject: SE Issaquah-Fall City Road Design Services Contract

Action Required: Authorize the City Manager to execute a Contract Agreement in the amount of \$1,650,000.00 with H.W. Lochner, Inc. for Engineering and Professional Services for design and right-of-way acquisition for the SE Issaquah-Fall City Road improvement project.

Exhibits:

1. Agreement for Services – H.W. Lochner, Inc.
2. Project Location Map

Budget: \$1,200,000 is appropriated in the approved 2015-2016 Transportation Capital Improvement Fund budget. As the execution of these services will carry over into 2017, the 2017-18 budget will include an appropriation request for the remainder of funding for this contract.

Summary Statement:

The Public Works Department is recommending that the City contract with H.W. Lochner, Inc. to provide engineering and right-of-way acquisition services for the purpose of developing construction plans, specifications and construction estimates for SE Issaquah-Fall City Road from 242nd Avenue SE to Klahanie Drive SE.

H.W. Lochner, Inc. will be providing grant writing assistance as part of this contract. Subconsultants will be utilized to lead a public outreach program, and perform right-of-way acquisition services.

Background:

The SE Issaquah-Fall City Road Improvement project addresses a long standing need to improve corridor capacity, improve intersection functions, and add bike lanes and pedestrian amenities. This project will design SE Issaquah-Fall City Road as a multi-modal corridor to meet concurrency requirements and provide increased opportunity for access within the urban mixed-use area.

The existing road consists of two travel lanes with varying shoulder width and intermittent sidewalk. The proposed road will be developed to include four travel lanes, bike lanes, planter strips and sidewalk.

Financial Impact:

The 2015/16 Biennial Budget has allocated \$1,200,000 for the design phase of this project.

Account No.	Fund	Year	Amount
340-150-595-61-61-00	Transportation Capital Improvements	2016	\$1,200,000
	Transportation Capital Improvements	2017 - 2018	\$ 450,000

Total Budgeted Amount \$1,650,000

The following is a summary of the negotiated design fees:

Summary of Project Design Costs (rounded to nearest \$1,000)

Description	Cost
Plans, Specifications and Estimate Preparation	\$1,376,000
Public Outreach	\$95,000
Right-of-way Acquisition Services	\$147,000
Grant Writing Services	\$33,000

Total Project Design Contract Cost \$1,650,000

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with H.W. Lochner, Inc. for engineering design and right-of-way acquisition services to prepare the SE Issaquah-Fall City Road, from 242nd Avenue SE to Klahanie Drive SE, project for construction in the amount of \$1,650,000 and to administer a contract management reserve amount of \$100,000.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: H.W. Lochner, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and H.W. Lochner, 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 "B"

A sum not to exceed \$ 1,650,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

Exhibit 1

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

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

7. Insurance.

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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 H.W. Lochner, Inc.
Contact Name Steve Lewis
Street Address 915 118th Avenue SE Suite 130
City, State Zip Bellevue, WA 98005
Phone Number 425-454-3160
Email slewis@hwlochner.com

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: 

Print Name: _____

Print Name: STEPHEN G. LEWIS

Title: City Manager

Title: Vice President

Date: _____

Date: 03.11.2016

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

Exhibit A – Scope of Services

City of Sammamish Issaquah-Fall City Road Improvements

Prepared for:

City of Sammamish, Washington



Prepared by:

LOCHNER

915 118th Avenue SE, Suite 130
Bellevue, WA 98005



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EXHIBIT A – SCOPE OF SERVICES

City of Sammamish

Issaquah-Fall City Road Improvements

Lochner Project Number: 000010916

PROJECT DESCRIPTION

This project will improve SE Issaquah-Fall City Road to an urban arterial with curb, gutter, sidewalk, bike lanes, landscape strips and a center left turn lane. The work to be performed by the CONSULTANT will consist of preliminary planning and engineering design for improvements to SE Issaquah-Fall City Road from the end of the current five (5) lane roadway section at approximately 242nd Avenue SE to just beyond the intersection with Klahanie Drive SE.

SE Issaquah-Fall City Road is classified as a primary arterial roadway located along the southeastern boundary of the CITY. The majority of the existing roadway within the project limits consists of a two lane paved road with minimal shoulder, open ditches and limited pedestrian amenities. There are existing turn pockets at some of the intersections between the project termini.

GENERAL ASSUMPTIONS

H.W. Lochner, Inc. (CONSULTANT) will provide professional services to the City of Sammamish (CITY) as outlined in the tasks descriptions below. The following general provisions/assumptions have been made:

- 1 *The CONSULTANT will maintain continuous routine communication with the CITY throughout the project.*
- 2 *The expected duration for this scope of services is fourteen (14) months and is premised on a notice-to-proceed date of approximately March 2, 2016.*
- 3 *This scope of services generally includes project management, public involvement, site assessment, environmental permitting, alternatives analysis, right of way acquisition and design as described in detail below.*
- 4 *Reports and drawings developed under this contract will also be provided in hardcopy and electronic (pdf) format.*
- 5 *Engineering drawings will be prepared using AutoCAD Civil 3d. Files will be converted to the format requested by the CITY at project close-out.*



- 6 *The CONSULTANT will provide the CITY with preliminary plans for review at approximately the 10%, 30%, 60% and 100% design.*
- 7 It is understood and agreed that tasks may be added or deleted from the scope of services by mutual agreement of the CITY and CONSULTANT.
- 8 Original permits, approvals, agreements or other obligations will be forwarded to the CITY in hardcopy and electronic form.

DESIGN STANDARDS

Plans, specifications, and contract documents, to the extent feasible, will be developed in accordance with the following, as applicable:

1. Washington State Department of Transportation/American Public Works Association, "Standard Specifications for Road, Bridge, and Municipal Construction", M41-10, 2016,
2. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction", M21-01 last modified date August, 2015,
3. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009,
4. A Policy on Geometric Design of Highways and Streets (AASHTO green book), 6th Edition, 2011
5. City of Sammamish "Public Works Standards" April 19, 2000 or current version.
6. Applicable provisions of the Americans with Disabilities Act, as amended; and
7. Other applicable local, State and Federal standards as required.

SCOPE OVERVIEW

The goal of this scope of work is to design the corridor improvements, prepare contract plans, specification and an engineer's estimate and advertise and award these construction documents. The scope is divided into steps which correspond to the major milestones:

1. Alternatives Analysis, 10% Design (Step 1)
2. Preliminary Design, 30% PS&E (Step 2)
3. Interim Design, 60% PS&E (Step 3)
4. Final Design, 100% PS&E (Step 4)
5. Bid-Ready and Advertisement (Step 5)



TASK 1: PROJECT MANAGEMENT

1.1 Team Management

The CONSULTANT will be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include completion of professional services in a timely manner and within the Agreement budget. The CONSULTANT will be responsible for:

- Strategic management and reporting.
- Developing and maintaining a project schedule.
- Conducting regular meetings with internal staff and subconsultants.
- Making assignments to project staff and subconsultants.

For the purposes of budgeting, the anticipated duration of the project will be approximately fourteen (14) months ending May 31, 2017. The CONSULTANT will also be responsible for coordinating the activities of the subconsultants as necessary to complete the elements of the Agreement. This coordination will include preparing subconsultant agreements, obtaining monthly progress reports and invoices, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the Management Team. The CONSULTANT's Project Manager will be the contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products will be directed in writing to the CITY's Project Manager.

Assumptions:

- The Project Schedule will be prepared using Microsoft Project Schedule and will be updated.

Deliverables:

- Project Schedule (1 electronic copy per month)

1.2 Kick-off Meeting

A Kick-off Meeting will be held at the beginning of the project and attended by key team members of the CITY staff, CONSULTANT and subconsultants. The goal will be to enhance commitment by developing ownership within members of the project team, to confirm assignments of project activities to be completed by each team member, and to finalize development of a definitive Project Schedule.

The meeting will also provide opportunities to establish management procedures, lines of communications, identify lines of authority for decision making, provide clear direction to team members, discuss the project schedule and get buy-in from team members, identify stakeholders and provide a general exchange of views and ideas regarding the execution and development of the project.



Assumptions:

- The Kick-off Meeting will be held at City Hall.
- The Kick-off Meeting will be attended by key members of the project team as appropriate.
- The Kick-off Meeting will include a site walk of the project area unless weather prohibits.

Deliverables:

- Meeting Agenda and Meeting Summary (1 electronic copy)

1.3 Coordination with the City

The CONSULTANT will maintain regular contact and coordination with the CITY Project Manager in accordance with the provisions of the Agreement. The CONSULTANT Project Manager will be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, correspondence, and faxes.
- Maintaining open access to project information by the CITY.
- The CITY's Project Manager may contact team members as needed during each phase of the project with a summary of discussions sent to the CONSULTANT Project Manager.

Assumptions:

- Project meetings with the City Project Manager are anticipated to occur monthly for the fourteen (14) month duration of the project. These meetings will be attended by up to two (2) CONSULTANT staff. Other CONSULTANT staff will attend if necessary to provide technical expertise. Other CONSULTANT staff may also attend via conference call if appropriate.

Deliverables:

- Meeting Agenda and Meeting Summary (1 electronic copy)

1.4 Agency Coordination

The Issaquah-Fall City Road Improvements project involves coordination with several agencies, including, at a minimum, King County, City of Issaquah, Washington State Department of Transportation (WSDOT) Local Programs, Puget Sound Regional Council (PSRC) and affected Northwest Indian Tribes. The CONSULTANT will work with the CITY to facilitate Stakeholder meetings to keep the parties informed about project progress, resolve project issues and obtain approvals.

The CONSULTANT will attend and be prepared to brief the CITY council as the project progresses. The CONSULTANT will additionally be prepared to provide a project update to the Transportation Committee of the City Council.



Assumptions:

- Three CITY council meetings/presentations are assumed and will be attended by up to two (2) CONSULTANT staff.
- One Transportation Committee meetings/presentations is assumed and will be attended by up to two (2) CONSULTANT staff.

Deliverables:

- Meeting Agendas and Meeting Summary's (1 electronic copy)
- Other meeting materials will include work products that convey the current level of progress.

1.5 Grant Writing Support

The CONSULTANT will support the City in seeking additional funding for project construction as well as assisting the City with securing funding for Phase II design and construction. Possible opportunities include Safe Routes to School, Pedestrian & Bicycle, STP Countywide and Regional and TIB.

Assumptions:

- The CONSULTANT support will include providing graphics, cost estimates and final preparation and submittal.
- For estimating purposes, support for four applications is assumed.

1.6 Project Reports and Invoicing

The CONSULTANT will provide a monthly status/progress report with invoices every four weeks, itemized by task and subtask, to the City that will describe work performed by the CONSULTANT team members during the current reporting period. The progress reports will be prepared in a format approved by the City Project Manager.

Assumptions:

- A general summary of activities performed by the CONSULTANT team including meetings held during the reporting period;
- Listing of activities by work element performed by the CONSULTANT team during the reporting period;
- A listing of problems/issues encountered during the reporting period and their resolution; and
- A listing of activities to be accomplished during the next reporting period.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices including Earned Value.

1.7 Quality Control Quality Assurance



The CONSULTANT will provide quality assurance and quality control (QA/QC) throughout the life of the Agreement to provide appropriate administration, accounting, budget monitoring, scheduling, communications, and planning and engineering procedures leading to the final product.

Assumptions:

- QA/QC reviews of documents and drawings will be maintained as part of the project files

Deliverables:

- Project Specific Quality Control Plan (1 hard copy)

1.8 Project Close Out

The CONSULTANT will gather the work files from the CONSULTANT team, organize them, and combine into one file. The final files will be delivered to the CITY.

Deliverables:

- Project Files in Electronic Format

TASK 2: PUBLIC INVOLVMENT

Recognizing the importance of community context, values and needs, the City will use best outreach practices and a flexible approach to engaging City leadership, key stakeholders, community organizations, affected businesses and residents and the broader traveling public early and throughout the development of the final design for Issaquah-Fall City Road from 242nd Avenue SE to Klahanie Drive SE. The goals of the public involvement process will be to build public trust, solicit input on the key corridor issues and design alternatives, and generate community support for the final design the City selects.

2.1 Communications Plan

The CONSULTANT will provide a communications plan that describes the outreach strategy for the project, key project messages, and tools and techniques that will be used to solicit input from City leadership, key stakeholders, community organizations, nearby businesses and residents and the broader public for the project. The communications plan will include a public outreach schedule and describe how public input will be used to inform the final design. The plan will also outline communications tasks, roles and responsibilities, external and internal stakeholders, target audiences, limited-English speaking populations, strategies for ensuring inclusive outreach, local avenues for communication and notification, and a media and/or social media strategy. The CONSULTANT will also coordinate with the technical team to conduct a high-level demographic analysis of the current population using EPA's online EJ SCREEN tool to identify the need for any project translations to support the outreach process.

2.2 City Council and Transportation Committee Briefings



The CONSULTANT will provide support for the team and City staff in preparation prior to briefings with City Council and/or the Transportation Committee. The CONSULTANT's support will include providing interim reports on the outreach process and any key takeaways learned to date.

2.3 Multiagency, Interdisciplinary and Stakeholder Advisory (MAISA) Team

As a part of the team's approach to practical design, the City and project team will convene a Multiagency, Interdisciplinary and Stakeholder Advisory Team (MAISA). The MAISA Team will be comprised of other City of Sammamish department representatives, neighboring jurisdictions, tribes, Puget Sound Regional Council and WSDOT local program staff, as appropriate. The group will inform the project need, context, design alternatives, alternative evaluation and selection of the preferred design. The CONSULTANT will support the City in agency identification and coordination as it relates to how the MAISA Team can supplement and support the broader public involvement strategy and input to inform the selection of a preferred roadway design.

2.4 Key Stakeholder Interviews and Briefings

The CONSULTANT will schedule and conduct stakeholder interviews with CITY staff to further understand the breadth of community concerns and priorities related to Issaquah-Fall City Road and how the community would like to stay informed and engaged during the planning and design process. The interviews provide an opportunity for key stakeholders to share their unique perspectives on the issues to address along the corridor and potential solutions they would like to see considered. Interviews will focus on gathering input from the Issaquah School District, Pacific Cascade Middle School, Issaquah Montessori School, Eastridge Church, Shepherd of the Hills Lutheran Church, QFC shopping center complex owners and tenants, local homeowner association leadership, Annexation Committee, emergency response, bike and pedestrian organizations and environmental groups. The CONSULTANT's support will include scheduling, developing questions and materials for, and documenting input received during the interviews. If requested, the team may also attend neighborhood or community organization meetings to provide information about the project and solicit community input. The CONSULTANT's support for any briefings will include scheduling, developing talking points and presentations, and documenting input received during the meetings.

2.5 Event Outreach and Tabling – OPTIONAL TASK

Event outreach and tabling provide the community a way to interact with the team and CITY staff where they already are in their community, receive project information, and ask questions or engage in conversations in an informal setting outside of a public meeting or briefing. The CONSULTANT will schedule, coordinate, provide project materials for and staff informal informational booths at local events (i.e. Sammamish Farmer's Market) and gathering places (i.e. Eastridge Church, Pacific Cascade Middle School and/or QFC shopping center). When possible, project information will also be included at City-wide event outreach and/or tabling efforts in addition to project-area specific outreach and/or tabling.



2.6 Public Meetings

Public workshops and meetings provide an opportunity for the broader public to meet with project staff and offer meaningful input at key decisions points as a part of the project planning and design process. Three public meetings are planned for this project.

The initial meeting will be held soon after project initiation and once the preliminary site assessment is complete. The meeting will be a hands-on workshop to focus on identifying key community issues or concerns along Issaquah-Fall City Road from 242nd Avenue SE to Klahanie Drive SE. Input on future phases of the roadway can also be gathered as well, but the focus of the meeting will be Phase I of the project. The workshop will also provide an opportunity to set expectations around the parameters of Phase I, present early corridor and site assessment information and data, and early ideas related to design alternatives. Information about construction impacts and maintenance of traffic can also be shared.

The second public meeting will be held later in the design process to present alternative designs, alternatives analysis and a preliminary preferred design for the roadway. Information about different construction implementation methods and maintenance of traffic for each alternative can also be shared so the public has a full understanding of how alternatives would be implemented and the related community impacts.

The third public meeting will be held once the project design is finalized and prior to the start of construction. The purpose of this meeting will be to set public expectations around what to expect during construction in the interest of no surprises.

The CONSULTANT will develop a meeting plan, materials (i.e. comment form, handouts and display boards) and agendas for each public meeting. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

2.7 Online Open House – OPTIONAL TASK

To compliment the first two public meetings soliciting input on community issues and concerns, alternatives to consider, alternative evaluation and the preliminary preferred roadway design, The CONSULTANT will develop an online open house to share the same content that will be displayed at each public meeting and solicit feedback from the community via an online survey. This tool is particularly helpful to solicit broader public input from those who are unable to attend the in-person meeting yet still have a desire to provide their input on the project. The online open house includes use of a custom sub-domain website that will be seamlessly linked from the City's website, project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e. for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted. Content developed for the public meetings will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house

2.8 Outreach Materials and Notifications



The CONSULTANT will develop content and graphic design support for project materials, content for notifications, and provide updates as the project progresses and/or key milestones are reached. Materials will include the development of a project fact sheet, frequently asked questions (FAQ) document, display boards for public meetings and a tabletop display for local outreach events. Notifications will include the development of on-site project signage, project poster, project postcard, utility bill insert and content the CITY can leverage and apply to the City's website, social media, e-newsletter and newsletter, and/or provide to local organizations, homeowner associations, and key stakeholders to use in their own independent avenues for communicating with their constituents.

2.9 Outreach Summary

The CONSULTANT will prepare an outreach summary at the end of the public outreach process for Phase I. The summary will include an overview of the outreach approach, how input was solicited and used to inform the final design, what was heard from the MAISA Team, key stakeholders, local organizations and the public during the outreach process, and an evaluation of the outreach process. This information can be used to inform the outreach process for future project phases, grant applications, and/or for future award applications for the project.

Assumptions:

- City staff will provide timely and coordinated review of draft strategies and materials to streamline production and team efficiency.
- The City will identify and provide contact information (email, mail and phone) for project point of contact at the City to include on outreach materials.
- The City will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The City will share these communications, as appropriate, to inform any interim reports on public outreach and/or the final outreach summary.
- City staff and Lochner will lead preparation for and attend City Council and/or Transportation Committee briefings. The CONSULTANT will support this preparation with relevant outreach updates, but will not attend briefings.
- City staff and Lochner will lead the invitations, chartering, coordination, facilitation and documentation of the MAISA Team. The CONSULTANT will capture key takeaways from the MAISA Team in the final outreach summary and coordinate with this effort as it can supplement and support the broader public involvement strategy, but will not attend MAISA Team meetings.



- Where possible and appropriate, stakeholder interviews or meetings will be grouped together and/or held in person or via phone. City staff will attend, along with the CONSULTANT, stakeholder interviews or meetings. Stakeholder interviews or meetings will primarily occur at project initiation, but may also occur to follow-up with specific stakeholders on a preferred roadway design prior to broader public meetings.
- Event outreach and/or tabling may occur at project initiation or to solicit input on a preferred roadway design.
- For public meeting materials, CITY staff and Lochner will provide public-friendly maps and data to incorporate into meeting displays.
- Each online open house includes one (1) custom sub-domain, customized theme (header graphic, headline and button colors), up to ten (10) station tabs, fully responsive design, integration with Google Translate and social share, capture and report of submitted comments, hosting for up to one month, and upload of content. Content will be largely provided by the CITY or be similar to print materials, requiring minimal effort for content development.
- The CITY will take the lead in notifying the public for public meetings and other opportunities to provide input (i.e. event outreach, tabling, and briefings) with support on strategy and content from the CONSULTANT. This includes coordination and printing of direct mailings using a “print-ready” copy of the final mailer, coordination and placement of display ads, distributing information via the City’s website, social media, e-newsletter and/or mailed newsletter and providing content to other local avenues of communication or used in a display ad. This role will require the CITY to maintain a stakeholder email list of interested parties.
- The CITY will prepare and distribute project posters to local gathering places along the corridor.
- The CITY will take the lead role on proactive media outreach and media response for the project.
- The CITY will print any outreach materials when possible unless they do not have the equipment to produce a piece. In that case, the CITY will be billed directly for external printing or mailing services.
- On-site signage will be installed by City field crews.

Deliverables:

- One (1) draft and one (1) final communications plan
- Four (4) interim outreach process and key takeaway reports to City Council and/or the Transportation Committee
- Support and CONSULTANT participation for three (3) MAISA Team meetings and incorporation of MAISA Team input into the overall outreach summary



- Scheduling of and attendance at up to ten (10) stakeholder interviews or meetings and up to ten (10) individual interview or meeting summaries
 - One (1) draft and one (1) final stakeholder interview key takeaway summary
 - One (1) draft and one (1) final set of stakeholder interview questions
 - One (1) stakeholder interview materials packet
 - One (1) stakeholder meeting presentation and talking points
- Scheduling, coordination of materials for and attendance at up to four (4) tabling opportunities and up to four (4) event summaries
- Coordination for and staff support and/or facilitation at up to three (3) public meetings
 - Three (3) public meeting plans
 - Three (3) public meeting agendas
 - Three (3) comment forms
 - Three (3) public meeting summaries
- Two (2) online open houses
- Materials and notifications (1 draft and 1 final of each):
 - Fact sheet (initial and 2 updates)
 - FAQ (initial and 2 updates)
 - Display boards (8 per public meeting, or up to 24 total)
 - Tabletop display (1)
 - Poster (1 per public meeting, or 3 total)
 - Postcard (1 per public meeting, or 3 total)
 - Content for three (3) rounds of notification for the City to post or distribute through other local avenues of communication
- One (1) draft and one (1) final community outreach summary

TASK 3: SITE ASSESSMENT

3.1 Survey and Basemapping

Survey services of the project area will be provided by PACE and will include the following:

The survey limits will begin from 200 feet southerly of the intersection of 240th Avenue SE and SE Issaquah-Fall City Road, northerly along SE Issaquah-Fall City Road, to 300 feet northerly and southerly of the intersection with Klahanie Drive SE. Intersecting streets will be surveyed, at a minimum 200 feet to a maximum of 300 feet for steeper streets, from the traveled way of SE Issaquah-Fall City Road. The width of the survey will be the existing right of way plus 10 feet.



The Survey CONSULTANT will survey stream cross sections every 25 feet for 200 feet upstream and downstream of the culvert.

There are two potential roundabout locations at Klahanie Drive SE and 247th Place SE. Based on the current concept plans for those roundabouts the survey will include roughly a 125 foot radius centered on the roundabout location.

In addition the survey CONSULTANT will:

- Coordinate locate service for underground utilities
- Research utility providers for easily accessible records.
- Obtain wetland flag location map from biologist.
- Field survey the limits of mapping. A combination of 3D scanning and conventional total stations are planned for data collection.
- Prepare an AutoCAD Civil 3D drawing file depicting the existing surface conditions, visible and locatable utility features, ornamental or significant trees, any wetland flagged by others and show two foot contour lines.
- Prepare plot sheets based on the engineers layout and provided title block.

Assumptions:

- The City will obtain right of entry of any private property to be include within the mapping limits.
- If right of entry is not obtained the survey will map up to occupation, typically a fence, and make calls to estimate the grade beyond the fence.
- We assume there will be fewer than 150 wetland flags to survey.
- It is estimated there will be acquisitions or easements required on twelve properties. The total number of legal descriptions and exhibits are estimated at twenty-four.
- Title reports will obtained by the CONSULTANT.

Deliverables:

- Electronic AutoCAD Civil 3D drawing file complete with the surface DTM and point data, along with signed hard copies on the provided title block.

3.2 Geotechnical Evaluation

After selection of a preferred alternative by the City (Task 6), THE CONSULTANT will perform its geotechnical services for the project. The scope of services assumes the culvert replacement alternative will be selected by the City for design and construction. Fill walls are also likely to be incorporated in the selected alternative design at the North Fork Issaquah Creek crossing.

Subsurface boring explorations will be performed to meet current WSDOT and AASHTO LRFD guidelines. Hollow-stem or mud-rotary drilling methods from a truck-mounted drill rig will be used to advance the boring explorations. For planning purposes, the CONSULTANT is assuming 6 borings will be drilled; one boring near the intersection of Klahanie Drive SE,



one boring near the intersection of 247th Place SE, one boring near the intersection of 245th Lane SE, one boring near the intersection of 242nd Avenue SE, and two borings near the culvert crossing of the North Fork Issaquah Creek on opposite sides of the road and creek. Anticipated depths for the borings are 20 feet near the roadway intersections and 40 feet at the creek crossing. These borings will characterize the subgrade soil for foundation, fill wall, and pavement design, and identify the presence of contaminants at each location. In-situ testing using a Standard Penetration Test (SPT) will occur in the borings at 2.5 foot intervals to 20 feet and at 5 foot intervals thereafter. SPT samples will be collected and returned to the CONSULTANT laboratory for testing.

We understand the existing road was originally constructed as an oil road and that recent construction activities at the site encountered near surface contaminated soil. An SPT sample will be collected in the boring at the roadway subgrade and returned to the CONSULTANT laboratory for environmental testing.

THE CONSULTANT will install a vibrating wire piezometer (VWP) in one of the borings to measure the depth to groundwater. We will visit the site one time after completing drilling to measure the groundwater level. Borings that do not have a VWP will be backfilled with bentonite.

THE CONSULTANT will perform geotechnical and environmental laboratory testing in accordance with appropriate ASTM International standards and U.S. Environmental Protection Agency methods. Anticipated geotechnical laboratory testing includes visual classification, moisture content determination, grain size analyses, and Atterberg Limits on selected samples. The CONSULTANT assumes that samples suitable for strength and consolidation testing will not be encountered in the borings. If such soil is encountered, we will notify you and provide recommendations for strength and/or consolidation testing as appropriate. Anticipated environmental testing could include polycyclic aromatic hydrocarbons (PAHs), oil / diesel, gasoline, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), and Resource Conservation and Recovery Act (RCRA) 8 metals on selected samples.

THE CONSULTANT will develop geotechnical design recommendations for the design and construction of the preferred roadway and structure alternatives. Anticipated geotechnical evaluation will include:

- Resilient moduli and frost susceptibility considerations for pavement design,
- Earthwork for cut and fill embankment slopes,
- Uplift pressures on the replacement culvert,
- Shallow foundation bearing resistance for the replacement culvert,
- Lateral earth pressures for constructing and installing the replacement culvert; including temporary cantilever shoring and cast-in-place concrete head and wing walls,



- Structural Earth Wall (SEW) design guidelines for roadway embankment fill surrounding the replacement culvert,
- Reuse of on-site materials for backfill and fill walls,
- Embankment fill placement and compaction,
- Settlement estimates for the replacement culvert,
- Short- and long-term infiltration rates based on grain size data (if needed), and
- Pole foundations for new luminaries and traffic signals (if needed).

THE CONSULTANT will characterize the near surface soils to identify potential contaminants in the subgrade. Recommendations will be provided for the handling and disposal of these contaminated soils during construction. The CONSULTANT will also review the historical research, field, and laboratory data to evaluate the feasibility of infiltration structures along the alignment.

THE CONSULTANT will prepare a Draft Geotechnical Engineering Report to be delivered with the 30% submittal. The report will provide the boring logs and laboratory test results, a description of the subsurface conditions, and the results of the geotechnical engineering analyses. Comments received from review of the draft report will be addressed with the development of the Final Geotechnical Engineering Report to be delivered with the 60% submittal.

Assumptions:

- Borings will be performed within the City Right of Way. THE CONSULTANT will prepare the traffic control plans. The City will provide Street Use Permits, if required.
- THE CONSULTANT will call the Underground Utilities Location Center (UULC) to locate underground utilities prior to the drilling. The City is responsible for locating utilities not marked by the UULC.
- THE CONSULTANT will contract with a subcontractor to develop traffic control plans and provide traffic control equipment and personnel.
- THE CONSULTANT will contract with a subcontractor to perform the borings. The borings will be drilled during workday hours. A day of drilling will include 10 hours of combined drilling, observation, and travel time.
- The City will coordinate with private property owners as needed to allow the drilling equipment to remain on or near the site for the duration of exploration activities.
- The spoils from the borings will not be characterized as a hazardous waste.
- The borings will be located by surveying under Task 3.1.
- Design for the Geotechnical Engineering Report will be based on WSDOT and AASHTO LRFD design criteria.



- The culvert replacement alternative for crossing the North Fork Issaquah Creek will be selected as the preferred design alternative. The culvert replacement alternatives will include an arch pipe, precast box, or cast-in-place box on spread footings. If a bridge or other alternative is selected, the scope and fee will need to be amended.
- Roadway expansion beyond the North Fork Issaquah Creek crossing can be completed using cut and fill slope embankments. Permanent retaining walls, including rockeries, are not included in this scope. Permanent fill walls are not included in this scope beyond the SEWs, Head Walls, and Wing Walls at the North Fork Issaquah Creek crossing.
- Structure and pavement design will be performed under other Tasks.
- Existing utilities will not be impacted or replaced, or new utilities installed for the project.
- If infiltration is determined to be feasible at the site and implemented in the design, we will work with the WDOE to accept the short- and long-term infiltration rates evaluated from the soil gradation test results. If the WSDOE requires Pilot Infiltration Tests (PITs) and groundwater mounding analyses to be performed, we will work with WDOE to approve the smaller scale PITs. The costs associated with performing the PITs and the PIT and mounding analysis are not included in this scope. If WSDOE requires this information, we will notify the City immediately.
- A single set of consolidated comments on the Draft Geotechnical Engineering Report will be provided.

Deliverables:

- Draft (30% Design) Geotechnical Engineering Report (Adobe PDF and Microsoft Word Documents)
- Final (60% Design) Geotechnical Engineering Report (2 Paper Copies and Adobe PDF)

TASK 4: ENVIRONMENTAL PERMITTING

With the exception of Section 106, The CONSULTANT, Inc. will provide the Environmental Permitting Services for the project as a sub-consultant to Lochner. Environmental Permitting services include the following:

4.1 Wetland and Stream Delineation

Wetlands will be delineated using methodologies defined within the Washington State Wetlands Identification and Delineation Manual, Corps of Engineers Wetland Delineation Manual, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0). In addition, wetlands will be characterized and rated in accordance with local codes and the Washington State Wetland Rating System for Western Washington.



The ordinary high water mark (OHWM) of the North Fork Issaquah Creek will be delineated following the methodologies described within the U.S. Army Corps Regulatory Guidance Letter No. 05-05 regarding Ordinary High Water Mark Identification and Washington State Department of Ecology's (Ecology's) Determining the Ordinary High Water Mark on Streams in Washington State.

Following the delineation, the CONSULTANT will prepare a wetland and stream delineation report. This report will define the boundaries of these critical areas, categorize wetlands and streams with required buffers and include a map of the surveyed boundaries. Our costs do not include time to have the boundary flags surveyed. We will, however, need this survey to complete our report, and assume that the overall survey for the engineering needs will include obtaining these points and providing a base map to us.

Assumptions:

- The City will obtain right of entry permits required for the project.
- Survey of boundary flags is included in task 3.1.
- Only one wetland will be rated

Deliverables:

- Wetland and stream delineation report (2 hardcopies and 1 electronic copy)

4.2 Alternatives Analysis Assistance Permit Assessment

The CONSULTANT will assist the team during the development of the alternatives to determine approximate critical area impacts and environmental permitting for each alternative (up to three alternatives). These alternatives may include:

- a 3-sided Box Culvert,
- an Arch Culvert,
- a single span Bridge

Assumptions:

- Impact quantities will not be quantified and the assessment will be qualitative only

Deliverables:

- Following the alternatives analysis, the CONSULTANT will provide an alternatives permitting assessment memo that compares permitting requirements between the alternatives and general impacts comparisons.

4.3 Conceptual Mitigation Plan

The CONSULTANT will determine the amount of wetland, stream, and buffer impacts associated with the selected alternative. The conceptual mitigation report will include a detailed functional assessment, identify mitigation areas in the vicinity of the project, and develop a conceptual planting plan to comply with city, state, and federal mitigation requirements.



Assumptions:

- We assume that mitigation area necessary to mitigate for the impacts is available within the project area and will primarily consist of restoration of the disturbed areas. Additional mitigation beyond the immediate area, including use of a mitigation bank or in-lieu fee program, is not included in the scope of work

Deliverables:

- Conceptual Mitigation Plan (2 hardcopies and 1 electronic copy)

4.4 Final Mitigation Plan

The comments received from the agencies will be used in the preparation of the final mitigation plan. For the purposes of scoping, we have tentatively estimated the costs for the final mitigation plan based on projects of similar size and complexity, but because the project impacts are unknown at this time we cannot anticipate the extent of mitigation required, the types of comments from the agencies, and the level of effort necessary to address those comments.

Deliverables:

- Final Mitigation Plan

4.5 State Environmental Policy Act (SEPA) Checklist

The CONSULTANTS biologists will prepare a SEPA checklist for the proposed project. We anticipate that this project will require supporting documents for review geotechnical issues, stormwater, traffic, and wetland and stream delineation and mitigation plans.

Assumptions:

- It is assumed an Environmental Impact Statement (EIS) is not required and the project will be issued a Mitigated Determination of Non-significance from the City.
- Supporting documents needed for the SEPA will be provided to us to complete the checklist. Additional research and reports will not be required to finalize the checklist.
- Sufficient copies of all of the supporting documents will be provide to us for submittal

Deliverables:

- SEPA checklist

4.6 Biological Assessment (BA)

The CONSULTANTS biologist will prepare a BA for the project to submit to the U.S. Army Corps of Engineers (Corps) summarizing potential impacts to waters of the U.S. (e.g., creeks and associated wetlands), species listed as threatened or endangered under the Endangered Species Act, and essential fish habitat protected under the Magnuson-Stevens Fishery Conservation and Management Act.

Once the BA has been submitted to the Corps for informal consultation, the CONSULTANT will coordinate directly with the Corps (and Services if necessary) to address questions or comments that they may have.



Assumptions:

- Based on a preliminary review, it is assumed that the project can be designed to support a “May Affect, Not Likely to Adversely Affect” effects determination and avoid formal consultation with the Services (e.g., the U.S. Fish and Wildlife Service [USFWS] and the National Oceanic and Atmospheric Administration’s [NOAA’s] National Marine Fisheries Service).
- One set of revisions on the Biological Assessment from the agencies that will review the BA will be required and can be addressed via email correspondence.

Deliverables:

- Biological Assessment (BA) (4 copies)

4.7 Joint Aquatic Resource Permit Application (JARPA) and Aquatic Protection Permitting System (APPS)

The CONSULTANTS biologist will prepare a JARPA and complete the APPS form for submittal to the Corps, Ecology, and WDFW. The JARPA document will function as the permit application for the Clean Water Act (CWA), Section 404 permit; and the CWA Section 401 Water Quality Certification. The APPS will serve as the application for the Hydraulic Project Approval. The HPA submittal requires a \$150 permit application fee which is included in our cost estimate. We assume that project impacts to wetlands can be minimized such that the project can be processed under a Corps Nationwide permit.

Deliverables:

- Joint Aquatic Resource Permit Application (JARPA) Application
- APPS form

4.8 Meetings, Permit Coordination and Project Management

The CONSULTANTS biologist will provide assistance to with the agency coordination to help facilitate questions associated with the permit applications. We have included time for two agency meetings, phone and email correspondence and overall project management for the natural resources tasks.

4.9 Section 106 Report (Cultural and Historic Resources):

Aqua Terra Cultural Resource Consultants will provide Cultural and Historic Resources services for the City of Sammamish as a sub-consultant to Lochner. This service would include the preparation of the Section 106 report in accordance with the Department of Archaeology and Historic Preservation (DAHP) standards and guidelines. The service will include the following:

- Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
- CONSULTANT will maintain contact with the local tribes through WSDOT for any information on Native American use of the project area.



- A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Up to 24 shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes may be augmented through auger probes to explore the deepest possible deposits. Shovel probe soil matrix will be screened to identify any cultural resource material.
- One new site will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the DAHP for issuance of a Smithsonian trinomial. Efforts will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be coordinated by STA.
- Up to three Historic Properties will be inventoried and recorded on a Washington State Historic Property Inventory Form and submitted to DAHP.

Deliverables:

- Section 106 - Cultural Resources Report

4.10 Permit and Biological Assistance with Plans and Specifications

The project biologist will assist the engineer with developing special specification details for the project mitigation / restoration plan and any permit conditions that may need to be included. In addition, we will provide restoration details, such as restoration sequencing, planting details, LWD details, to be included in the plan sheets.

Assumptions:

- Assumes two agency meetings, phone and email correspondence and overall project management for the natural resources tasks.

General Assumptions

- No known hazardous and/or toxic materials are known to exist on site and report is assumed not necessary.
- Based on the nature of the improvements, it is assumed that a Noise Analysis will not be required.
- Based on the nature of the improvements, it is assumed that an Air Quality report will not be required.

TASK 5: TRAFFIC ANALYSIS

Traffic Data: The CONSULTANT will work with CITY technical staff to obtain traffic counts and turning movement counts for the intersection area. The CONSULTANT will analyze the data to determine existing level of service and document deficiencies.

Collision Data: Data will be obtained from the City and other agencies. The CONSULTANT will analyze the accident data and document the results.

Assumptions:



- Existing traffic volumes and turning movement counts are available from the City or other sources.
- New traffic counts or turning movement counts will be obtained by the CONSULTANT if required.
- The traffic alternatives analysis will use a growth rate based model for forecasting future volumes.
- A Synchro model will be developed to determine the traffic operational analysis.
- A Sidra model will be used for roundabout analysis.

Deliverables:

- Draft Traffic Report (2 hard copies and 1 electronic copy)
- Final Traffic Report (2 hard copies and 1 electronic copy)

TASK 6: ALTERNATIVES ANALYSIS, 10% DESIGN

The CONSULTANT will develop preliminary concepts to be used for the purposes of alternatives analysis and ultimately resulting in a preferred alternative that will be carried forward into design.

General Assumptions:

- The CONSULTANT will prepare colored plans (exhibits) for each Design Alternative.
- The alternatives, including the preferred alternative will be developed using aerial photography and/or other available. No survey will be performed specific to the alternative phase.
- The CONSULTANT will develop a Preferred Alternative based upon input received from stakeholders, and the community outreach process with the CITY making the final determination.

The preliminary concepts will include the following elements of design:

6.1 Roadway Alternatives

- Cross Sections - The CONSULTANT will prepare up to six (6) cross-section alternatives to be determined by the CITY with input from the project team Stakeholder and the community as appropriate. It is anticipated the alternatives could include a 4-lane section and a 5-lane section, with various pedestrian and bicycle facility options.
- Horizontal/Vertical alignment alternatives - The CONSULTANT will develop alternative horizontal/vertical alignments that address the crest vertical curve west of 247th Place SE and the sag vertical curve between 247th Place SE and Klahanie Drive SE. The horizontal alignment may require a shift for constructability.



- Intersection Alternatives - The Consultant will develop alternative designs for the intersections of 247th and Issaquah-Fall City Road and Klahanie and Issaquah-Fall City Road. Other intersection may be added if deemed reasonable to explore following the TASK 5 Traffic Analysis Alternatives will include:
 - Signalized intersection layout
 - Roundabout intersection layout.

Deliverables:

- Colored plans (Exhibits and Roll Plots) for preliminary design alternatives.

6.2 Structure Alternatives

Structure Alternatives Design: As part of the Alternatives Analysis, the CONSULTANT will work with the CITY to develop Structures Alternatives Evaluation report for the project to evaluate the following:

- Coordination and incorporation of Roadway Design findings and parameters.
- Coordination and incorporation of Geotechnical findings and parameters.
- Coordination and incorporation of Environmental findings and parameters.
- For the stream crossing structure, the CONSULTANT will evaluate a 3-sided Box Culvert, an Arch Culvert as well as a Bridge. Selection will be based on structural evaluations plus developments from Tasks 2 through 5 and this Task 6.
- For the wall structures associated with the project, the CONSULTANT will evaluate up to two different wall alternatives for each type of wall. There are two types of walls to be evaluated, 1) Cut Walls and 2) Fill Walls. Selections will be based on structural evaluations plus developments from Tasks 2 through 5 and this Task 6.
- For each of the structures considered, the CONSULTANT will prepare a Structures Alternatives Evaluation report that includes conceptual design information identifying proposed structure types based on serviceability, and constructability. It will include investigating and evaluating feasible structure types that are constructible, least disruptive to the environment, and are cost effective. The proposed structure type for each will include the development of the General Layout and Typical Section. The layouts will include horizontal and vertical alignments, hydraulics data, topographic information and information. These concepts will be summarized in a report outlining the process and descriptions of the pros and cons of each concept. Programming level cost estimates will be developed for each concept as a method of comparison of costs of the structure types. It is anticipated that the report will include the following topics:
 - **Structural Design Criteria:**
 The CONSULTANT will prepare structural design criteria for each structural component to be considered. Primarily design criteria will be developed in accordance with the Washington State Department of Transportation (WSDOT) Bridge Design Manual and the American Association of State Highway and



Transportation Officials (AASHTO) LRFD Bridge Design Specifications and other applicable codes.

Using applicable WSDOT and AASHTO pre-approved criteria such as functionality, maintainability, life-cycle cost, aesthetic appropriateness, user experience, constructability and safety (emergency access) - viable structural alternatives will be evaluated, ranked, and initially screened to eliminate the least desirable alternatives prior to conducting more in depth analyses.

○ **Modeling of Each Structural Component:**

The CONSULTANT will perform preliminary evaluation and modeling associated for each structural component evaluated based on the established evaluation criteria. A final screening and ranking of each alternative to determine a preferred alternative.

○ **Additional Topics:**

The report is anticipated to include the following additional topics:

- 1) Description of the project
- 2) Aesthetics
- 3) Geometric constraints
- 4) Establish the 'location' of the structures;
- 5) Foundations
- 6) Project staging and stage construction requirements
- 7) Structural constraints
- 8) Feasibility of construction maintenance considerations
- 9) Provide comparative cost estimates of the alternatives considered
- 10) Provide recommendations for consideration by the CITY.

• **Conceptual Plans & Sketches for the Report:**

The CONSULTANT will prepare conceptual General Layout and Typical Section as an appendix to the Report based on preliminary evaluations and modeling associated with each recommended structural component.

Deliverables:

- Structures Alternatives Evaluation report describing each alternative in electronic PDF format.

6.3 Stream Crossing Analysis

Shannon and Wilson will provide stream crossing analysis services as a subconsultant to Lochner.



Implementation of improvements for SE Issaquah-Fall City Road will require construction of a new culvert or bridge crossing of North Fork Issaquah Creek which will meet Washington State Department of Fish and Wildlife (WDFW) Water Crossing Design Guidelines (2013).

The CONSULTANT will collect field measurements of the existing culvert dimensions and location, stream channel bankfull widths, and stream profile surveys, upstream and downstream of the proposed stream crossing. Bankfull width measurements are the primary design parameter used to determine the size and span of the new crossing structure. In addition to collection of field measurements, The CONSULTANT will calculate the stream bankfull width based on watershed area regression equations.

While in the field, The CONSULTANT will also collect Wolman pebble counts of the existing streambed substrate materials. These measurements will identify the gradation of the streambed materials currently present and provide a basis for design of the new streambed materials to be placed within the channel bed at the crossing.

Based on the estimated bankfull channel width, The CONSULTANT will then develop stream crossing size and type recommendations. This work will include calculation of an appropriate structure span and rise based on WDFW stream simulation design guidelines. The CONSULTANT will produce a design schematic showing the recommended span, rise, and channel profile.

A hydraulic analysis of the proposed stream crossing will be completed using the US Army Corps of Engineer's HEC-RAS program to check that the preferred proposed structure design will be able to pass the 100 year flood event, and evaluate freeboard for debris clearance. Peak flow hydrology for this calculation will be developed based on the data available from the USGS streamflow gage (12121600) located on Issaquah Creek near the mouth, and regression equations for the basin. This data will be scaled to the watershed area at the project area based on USGS scaling equations.

The CONSULTANT will calculate the anticipated scour depth at the preferred proposed crossing structure based on methods outlined in Evaluating Scour at Bridges (FHWA, 2012). Recommendations for embedment of the structure foundation will be provided based on this analysis. Additionally, we will provide a recommended channel bed material gradation.

The CONSULTANT will also provide stream bed material type specification recommendations to meet the WDFW Crossing Design Guidelines (2013) and to provide scour protection for the new bridge or culvert structure.

- THE CONSULTANT and the City will submit a DRAFT copy of the report and meet with the Washington Department of Fish and Wildlife, Area Habitat Biologist to confirm the stream crossing design recommendations in the report.

Deliverables:

- DRAFT / FINAL Letter report summarizing all studies, calculations, and recommendations completed under this task. (1 hard copy, 1 electronic copy).

6.4 Drainage Design Alternatives – OPTIONAL TASK

- Coordinate with the City, County and utilities to obtain existing system information and obtain City requirements for storm water collection and disposal.



- Perform storm water calculations for all proposed improvements related to selected arterial alignments, in compliance with the *2009 King County Surface Water Manual depending on City preference* and City of Sammamish Regulations.
- Provide preliminary storm water design calculations and alternative disposal methods to the City for review. It is anticipated primary disposal methods will include drainage swales and underground infiltration systems.

Deliverables:

- A preliminary Drainage Technical Memorandum.

6.5 Landscape Architecture Design Alternatives – OPTIONAL TASK

HBB will prepare landscape treatments for three (3) Preliminary Design Alternatives. This includes one (1) round of revisions following a City and design team coordination meeting. The proposed landscape treatments between 242nd Avenue SE and 247th Place SE will be the same for each of the Preliminary Design Alternatives with limited landscape improvements. Each of the three (3) Preliminary Design Alternatives will include:

Assumptions:

- HBB will assist Lochner in preparing an order of magnitude cost estimate for each of the three (3) Preliminary Design Alternatives. This assistance is limited to providing approximate costs for landscape treatments.

Deliverables:

- One (1) Colored Plan Exhibit
- Three (3) Colored Cross Sections
- One (1) Photo Example Board

6.6 Engineer's Estimate

The CONSULTANT will prepare an order of magnitude engineer's cost estimates for each Preliminary Design Alternative.

Deliverables:

- Order of magnitude cost estimates for each preliminary design alternative.

TASK 7: RIGHT OF WAY ACQUISITION

7.1 Survey Support

Survey support for right of way and easement acquisition will include:

- Prepare a WSDOT style right of way plan showing the areas affected by right of way takes and easements.
- There will be right of way to be acquired on some properties, we will prepare the legal descriptions and exhibit drawings to be used in a deed prepared by the CONSULTANT to obtain additional right of way as needed.



- There will be easements to be acquired on some properties, the CONSULTANT will prepare the legal descriptions and exhibit drawings to be used in an easement document prepared by the City to obtain additional rights as needed.

7.2 Acquisition Services

For this sub-Task the CONSULTANT shall mean Lochner. Universal Field Services, Inc. shall be referred to as UFS.

It is understood there are no federal funds in the project at this time and that the CITY desires to maintain eligibility to received federal funds at a later date. As such, all right of way acquisition services will comply the CITY's WSDOT approved Right of Way Acquisition Procedures, including WSDOT's LAG Manual, Section 25 – Right of Way Procedures, and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act.

There are two design alternatives being analyzed by the CONSULTANT and the CITY. These include a roundabout vs signal options at 247th Place SE (Alt 1) and at Klahanie Dr (Alt 2).

Each alternative presents a different number of impacted parcels. The assumed impacted parcels are shown in Table A for Alternative 1 and Table B for Alternative 2. Fee estimates are provided separately for each alternative.

Assumptions:

- The CITY will make the determination of the Preferred Alternative.

Real property rights are assumed to be necessary from up to six (6) separate tax parcels for Alternative 1 and nine (9) separate tax parcels for Alternative 2. Each parcel may entail the acquisition of a partial fee simple acquisition and/or a temporary construction easement. The project design may require the acquisition on one (1) of the nine parcels in its entirety for construction of a storm water detention pond. Additional parcels or real property rights other than shown in each Table A below will require an amendment to this Scope of Services and their related fee estimate. There are four (4) additional separate tax parcels for Alternative 1 that may have a shared driveway and may require non-compensable consent for any access changes.

This Scope of Services is based on the following:

- Assume uncomplicated strip acquisitions in fee simple and temporary construction easements from up to eight (8) separate parcels, the full acquisition of one (1) parcel and non – compensable access consent form for up to four (4) separate tax parcels.
- Review of public on-line ownership information.
- Discussions with CONSULTANT design team.
- Preliminary sketches of design alternatives

Note: Right of way plans or exhibits depicting the acquisition areas are not available at this time.



A. Preparation and Administration - Discuss, strategize and plan overall process with CITY and CONSULTANT staff. Attend project kickoff meeting with CITY and up to fourteen (14) progress meetings by conference calling if necessary. Provide up to 14 monthly progress reports indicating the work completed for the invoiced month and identify issues requiring the CITY's or CONSULTANT's input or assistance. UFS will provide sample acquisition documents for the CITY's review and approval for use. The CITY's pre-approved forms will be used when provided. When appropriate, prepare parcel files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Deliverables:

- Attend Project Kickoff Meeting – CITY office
- Attend fourteen (14) Progress Meetings – Conference call
- Provide fourteen (14) Monthly Progress Reports
- Coordinate CITY approval of Acquisition forms for project use
- Prepare parcel acquisition files for negotiations

B. Ownership / Title Review – Conduct ownership research and perform reviews of existing right of way information through limited public online information and available CITY records. Obtain title reports from CITY for up to nine (9) separate tax parcels of real property. Review special exceptions described in each title report to determine the CITY's acceptance of title at closing. Provide the CITY with a parcel summary memo listing ownerships, title exceptions, etc.

Assumptions:

- All impacted parcels are owned by one individual or entity. Review and coordination of common ownerships (tracts, subdivision, Home Owner Assoc., etc.) will require a supplement to the scope of work and related fee estimate



Deliverables:

- Prepare parcel summary memo listing ownerships, title exceptions, etc.

C. Alternative Analysis - UFS will coordinate early on with the project design team to help identify real property rights (permanent and temporary) that may be required and evaluate the potential acquisition impacts as they relate to right of way acquisition costs and schedule. Support work may include conducting “one on one” meetings with property owners as part of a vetting process to integrate concerns and issues with design. Other support work will include identification and review of ownership information; assessment of design / property acquisition impacts; and estimated preliminary acquisition costs. UFS staff will attend project team meetings to offer support and provide recommendations to help minimize real property impacts throughout the project corridor. It is assumed there are no businesses or personal property displaced by the project. In the event it is later determined relocation assistance services are required, UFS will provide relocation assistance and advisory services per WSDOT and Federal guidelines. This analysis will not substitute for appraisal estimates but rather show which alternative is most cost effective from a right of way cost perspective.

Deliverables:

- Provide a cost analysis for Alternative 1 and Alternative 2 with regards to right of way acquisition requirements for each alternative.

D. Project Funding Estimate – Once the preferred alternative has been determined UFS will sub-contract and manage completion of the Project Funding Estimate (PFE) with our WSDOT approved project appraiser. Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of utilizing the Appraisal Waiver process when the estimated amount of just compensation to property owners is at or below the CITY’s WSDOT approved Appraisal Waiver limit and when the acquisition is uncomplicated.

The PFE will be prepared in accordance with the CITY’s WSDOT approved Right of Way Acquisition procedures, and WSDOT’s Local Agency Guidelines – Section 25 (Right of Way Procedures). As part of the PFE, individual parcel worksheets will be prepared for each impacted parcel to estimate the amount of just compensation using comparable sales data and information obtained from project Right of Way plans. Estimated amount of just compensation from the parcel worksheet will be entered into a project summary worksheet to include other items of right of way related costs for review and use by the CITY. UFS will coordinate with the CITY to determine if the impacted parcels qualify for the Appraisal Waiver process.

Subject to completion of the PFE, the appraiser will prepare four (4) Administrative Offer Summary (AOS) worksheets. Completed AOS worksheets will be submitted to the CITY for written approval establishing the amounts of Just Compensation to be offered each property owner.



Upon completion of the PFE, UFS will coordinate with the CITY and submit to WSDOT for review.

Assumptions:

- Up to nine (9) parcels to be included in the PFE
- Up to four (4) parcels will qualify for the Appraisal Waiver process.

Deliverables:

- Project Funding Estimate (PFE)
- Four (4) AOS worksheets

E. Relocation Plan – It is assumed there are no residential occupants, business occupants, or personal property displaced by the project. Therefore relocation assistance and advisory services are not required or included in the scope of work. If later it is determined relocation services are needed, UFS will coordinate with the CITY and prepare a Relocation Plan with the intent to comply with the CITY's WSDOT approved Right of Way Acquisition procedures.

Assumptions:

- No relocation services are needed. Relocation Assistance and advisory services will require an amendment to this scope of work and related fee estimate.

Deliverables: N/A

F. Appraisal & Appraisal Review – UFS will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and licensed by the State of Washington. Appraisal reports will be completed by the Appraiser discussed in D above. The Appraisal and Appraisal Review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.

Subject to completion of the PFE and CITY direction, it is assumed up to five (5) Appraisal and Appraisal Review reports may be required. Total number of Appraisals and Appraisal Reviews is subject to change based on project design revisions, confirmation of the larger parcels during the PFE process, complexity of each acquisition, estimated amounts of just compensation determined in the PFE and at the request of property owners when administrative offers are presented. See Table A below for those parcels anticipated to require Appraisals.

UFS staff to attend all appraisal inspections to ensure the property owner(s) understands the real property rights being appraised, ascertain what is personal property and real property, and to help build the trust and rapport needed to assist in reaching amicable agreements.



Appraisal scope of work and expenses thereof for specialty studies exclude: hazardous materials research and testing, septic system modifications / replacement, demolition costs, estimating (ESA Phase 1, 2, or 3), parking modification estimates, etc.

Completed Appraisals, Appraisal Reviews will be submitted to the CITY for written approval establishing the amounts of Just Compensation to be offered each property owner.

Deliverables:

- Up to five (5) Appraisal Reports
- Up to five (5) Appraisal Review Reports

G. Present Offers / Negotiations - Upon receipt of written approvals from the CITY establishing the amounts of just compensation, Universal staff will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the CITY with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the CITY's legal staff for mediation or filing of the condemnation action. Universal will provide technical support for all mediation or condemnation as required.

Assumptions:

- All impacted parcels are owned by one individual or entity. Common ownerships (tracts, subdivision, Home Owner Assoc., etc.) will require a supplement to the scope of work and fee estimate

Deliverables:

- Prepare up to nine (9) Offer Packages
- Present Offers / Conduct Negotiations
- Completed parcel files and records of all Right of Way Acquisition services

I. Right-of-Way Certification - Since there are no federal funds in the project, Right of Way Certification through WSDOT Real Estate Services is not required. However, all parcel acquisition files will be prepared, completed and verified through a comprehensive UFS file checklist, similar to WSDOT Right-of-Way file reviews.

Deliverables:

- Prepare completed parcel files to WSDOT certification review standards

Items to be furnished by the CITY or CONSULTANT to UFS:

- Preliminary Commitments (Title Reports) for all parcels impacted will be provided by the CITY.



- The CITY will approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
- CONSULTANT will provide Right of Way Plans, Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
- CONSULTANT will prepare and provide legal descriptions in electronic format for all real property rights to be acquired.
- The CITY will provide all legal conveyance documents in electronic format (ie; offer letters, deeds, temporary construction permits, escrow instructions, payment vouchers, etc.). UFS will provide sample documents if requested.
- The CITY will provide form approval of all legal conveyance documents (i.e. offer letters, deeds, temporary construction permits, payment vouchers, etc.) provided by UFS. Approvals to be provided in advance of completing the PFE and subsequent AOS worksheets and Appraisal review reports.
- The CITY will provide written approval of all determinations of value derived from AOS worksheets and Appraisal Review Certificates prior to presenting offers to property owners.
- The CITY will provide payment of any and all compensation payments to property owners, escrow services, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
- The CITY will provide property owner contact information, if available, as well as diary information of any prior and ongoing discussions with the property owners throughout the project.



TABLE A – Alternative 1: 247 th Place SE Intersection						
No.	Tax Parcel No.	Taxpayer / Owner	Partial Fee Simple	Temporary Construction Easement	Driveway Consent (See Note 1)	Property Valuation (See Note 2)
1	Tract	Unknown Owner	X	X		AR
2	390510-1030	King County		X		AOS
3	Tract	Unknown Owner	X	X		AR
4	142406-9031	Huang & Rong		X		AOS
5	142406-9082	Buck		X		AOS
6	142406-9076	Jaeger & Larsen		X		AOS
7	142406-9056	Rauen			X	
8	142406-9054	Perry			X	
9	142406-9057	Jenkins			X	
10	142406-9069	Dai			X	

Notes:

1. Parcels 7, 8, 9 & 10 may have a shared access driveway which may require non-compensable consent from each.
2. AR – Appraisal / Appraisal Review; AOS – Administrative Offer Summary worksheet

TABLE B – Alternative 2: Klahanie Intersection						
No.	Tax Parcel No.	Taxpayer / Owner	Full Fee Simple	Partial Fee Simple	Temporary Construction Easement	Property Valuation (See Note 1)
1	352896-0060	Angeles			X	AOS
2	352896-0070	Suthram			X	AOS
3	352895-0100	Bollapragada			X	AOS
4	Tract	Unknown Owner		X	X	AR
5	Tract	Unknown Owner		X	X	AR
6	142406-9014	Lutheran Church			X	AOS
7	142406-9066	Bell		X	X	AR
8	142406-9068	Bell	X			AR
9	142406-9013	Issaquah School District		X	X	AR

Notes:

1. AR – Appraisal / Appraisal Review; AOS – Administrative Offer Summary worksheet



TASK 8: PRELIMINARY DESIGN, 30% PS&E

8.1 Roadway Design

This task will advance the preferred alternative determined in Task 6 and includes further development of the geometric design, earthwork quantities, channelization design, and safety improvement for the project and will include development and refinement of the plans listed in the Preliminary column of Table C – Anticipated Plan Sheet List below.

Assumptions:

- Roadway design will be in accordance with the WSDOT Design Manual and the WSDOT Standard Plans and City of Sammamish Public Works standards.

8.2 Structural Design

Preliminary Design (30%): The CONSULTANT will continue its efforts in the development of preliminary structural design to support the Proposed Alternative based on the final Structures Alternatives Evaluation report which will include:

8.2.1 Structural Preliminary Design:

The CONSULTANT will design the structures in coordination with approved geometric standards and type. Develop design and plans to advance the recommended structure to a preliminary to establish type, size and location and develop reasonable cost estimates.

8.2.2 Structure Selection:

The CONSULTANT will develop the structural plans based on developments Tasks 2 through 7 and this Task 8. Work will include coordination and incorporation of Roadway Design, Geotechnical and Environmental findings and parameters.

8.2.3 Preliminary Plans – Stream Crossing:

The CONSULTANT will prepare preliminary plans for selected alternative. It is forecasted that there will be up to one stream crossing structure developed.

8.2.4 Preliminary Plans – Retaining Walls:

The CONSULTANT will prepare preliminary plans for each of the selected alternatives. It is forecasted that there will be up to four retaining walls developed.

8.2.5 Opinion of Probable Cost – Stream Crossing:

The CONSULTANT will prepare preliminary unit quantities and opinion of probable cost for the one stream crossing structure developed.

8.2.6 Opinion of Probable Cost – Retaining Walls:

The CONSULTANT will prepare preliminary unit quantities and opinion of probable cost for the four retaining walls developed.

8.2.7 Site Visit Evaluation and Confirmation of Preliminary Design:



The CONSULTANT will examine the project site to verify the preliminary design drawings. The examination will include checks for accuracy, constructability, and conflicts. The drawings will be revised as necessary to correct observed deficiencies, errors, and conflicts.

Assumptions:

- Preliminary design of structures for each developed selected structure in electronic PDF format.
- Preliminary Stream Crossing plans for the selected structure in electronic PDF format.
- Preliminary Retaining Wall plans for the selected structures for each proposed location in electronic PDF format.
- Opinion of Probable Cost for the Stream Crossing and Retaining Walls for each selected structure in electronic PDF format.

8.3 Stream Crossing Design

This task will advance the preferred stream crossing design alternative and will include:

- Stream channel grading typical cross-sections
- Stream channel grading profile
- Bed material specifications
- Large woody debris details
- Erosion and scour protection and revegetation details
- Details and quantities for preferred stream crossing structure scour protection and WDFW stream simulation design.

8.4 Drainage Design

The CONSULTANT shall build on conceptual drainage analyses by providing flow control and water quality facility sizing, including LID facilities. The hydraulic analysis includes development of a Technical Information Report (Hydraulic Report) to document the stormwater system design including assumptions, regulatory interpretations, calculations, downstream analysis and other design information for flow control and water quality measures, low-impact development alternatives, and system operations and maintenance requirements in compliance with the *2009 King County Surface Water Manual*. The report also includes Erosion and Sediment Control Plan and stormwater management drawings. Stormwater capacity, conveyance, and discharge analysis will be performed along existing and proposed conveyance routes as part of the downstream analysis.

Assumptions:

- A Hydraulics Report or downstream analysis will be required.

Deliverables:



- Draft Hydraulic Report with stormwater management plans for City review and comment.

8.5 Illumination

The CONSULTANT will prepare a preliminary illumination design plan based on the proposed improvements and the CONSULTANT's preliminary roadway layouts.

The CONSULTANT will evaluate the impact on the existing illumination system and make a preliminary assessment on whether the existing illumination poles will require modification or relocation, analyze the possible locations of new illumination poles, and determine the need for additional illumination.

The CONSULTANT will prepare preliminary plans for the illumination system showing location, size and details.

Assumptions:

- The software used to develop the illumination plans will be AGI-32.
- The CITY will determine the type of illumination for the project

8.6 Landscape Architecture

8.6.1 Landscape Architecture:

HBB will coordinate with Lochner to identify areas for proposed landscape improvements and general types of planting. Work will be limited to coordination and design only as needed to support cost estimate. Detailed tree location, plant selection or quantities will not be provided at the Preliminary (30%) design stage. Planting plans will not be provided at 30%.

8.6.2 Landscape Architecture Cost Estimate:

HBB will provide a cost estimate for planting based on square foot of general landscape area only.

Assumptions:

- Irrigation is not included in the project. Watering of plants for establishment purposes will be borne by the Contractor of the City of Sammamish and will be specified accordingly.
- Task 8 - Preliminary Design (30%) is limited to cost estimate only, no planting plans will be provided.
- Arborist services are not included. This includes tree protection plan, costs and associated specifications.
- Art and/or gateway, monument or wayfinding signage, or other special gateway features, are not included, and if needed will be an additional service.
- Site furnishings or other urban design elements are not included, and if needed will be an additional service.



- Back of sidewalk landscape treatment will “meet and match” existing landscape conditions.
- Only limited landscape improvements will be provided between 242nd Avenue SE and 247th Place SE.

8.7 Preliminary Plans

The CONSULTANT shall compile the plans prepared for the various designs during the noted above into the 30% plan set. This plans set shall be used to conduct the 30% Design Review by the CITY, and other stakeholders. The 30% plans shall include the following plans: Roadway Sections, Roadway Profiles, Drainage Plans, Landscape Plans, Paving Plans, Stream Crossing Plans, Retaining Wall Plans, Illumination Plans, Signing Plans and Traffic Control Plans.

HBB will provide a cost estimate for planting based on the Preliminary Design Planting Plans.

Assumptions:

- Plan sheets scale is anticipated to be 1:40. Detail sheets will be added for clarity as required.

Deliverables:

- 30% Plans package (11” by 17”) – hard copies as required and one (1) electronic copy.

8.8 Preliminary Cost Estimate

The CONSULTANT will calculate quantities and prepare an estimate of probable construction costs using bid items including estimates for roadway, drainage, illumination, structures and landscape plantings.

Assumptions:

- The Preliminary Cost estimate will utilize WSDOT Standard Item table.
- Unit Prices for standard items will be determined using WSDOT Unit Bid Analysis.

Deliverables:

- Preliminary Cost Estimate (4 hard copies and 1 electronic copy)

TASK 9: INTERMEDIATE DESIGN, 60% PS&E

9.1 Roadway Design

This task will advance the advance the preliminary design through further development of the geometric design, earthwork quantities, channelization design, and safety improvement for the project and will include development and refinement of the plans listed in the Intermediate column of Table C – Anticipated Plan Sheet List below.

9.2 Structural Design



Intermediate Design (60%): The CONSULTANT will continue its efforts in the development of intermediate structural design as a continuation of the preliminary design which will include:

9.2.1 Structural Intermediate Design:

The CONSULTANT will continue the design of the structures with the incorporation of the comments from the Preliminary Design reviews. Develop design and plans to advance the preliminary design developments and to refine cost estimates. Work will include coordination and incorporation of Roadway Design, Geotechnical and Environmental findings and parameters.

9.2.2 Intermediate Plans – Stream Crossing:

The CONSULTANT will develop the intermediate plans as a continuation of the preliminary plans with the incorporation of the comments from the Preliminary Design reviews for the selected alternative.

9.2.3 Intermediate Plans – Retaining Walls:

The CONSULTANT will develop the intermediate plans as a continuation of the preliminary plans with the incorporation of the comments from the Preliminary Design reviews for each of the selected alternatives.

9.2.4 Opinion of Probable Cost – Stream Crossing:

The CONSULTANT will prepare intermediate unit quantities and opinion of probable cost for the 1 stream crossing structure developed.

9.2.5 Opinion of Probable Cost – Retaining Walls:

The CONSULTANT will prepare intermediate unit quantities and opinion of probable cost for the 4 retaining walls developed.

9.2.6 QC:

The CONSULTANT will perform quality control checks for the development of the Structural Intermediate Design.

Assumptions:

- Intermediate design of structures for each developed selected structure in electronic PDF format.
- Intermediate Stream Crossing plans for the selected structure in electronic PDF format.
- Intermediate Retaining Wall plans for the selected structures for each proposed location in electronic PDF format.
- Opinion of Probable Cost for the Stream Crossing and Retaining Walls for each selected structure in electronic PDF format.

9.3 Stream Crossing Intermediate Design



The CONSULTANT will advance the preliminary plans for the stream crossing design showing location, size and details.

9.4 Drainage Design

The CONSULTANT shall prepare a set of drainage plans, profiles, and details in accordance with the approved Hydraulics Report. The preliminary drainage design features shall be incorporated into the final PS&E unless deemed inapplicable. Appropriate temporary erosion and sediment control devices shall be designed and incorporated to effectively control project area runoff.

Deliverables:

- Final Hydraulic Report with stormwater management plans (1 hard copy, 1 electronic copy).

9.5 Illumination

The CONSULTANT will prepare intermediate design level plans for the illumination system showing location, size and details.

9.6 Landscape Architecture

9.6.1 Landscape Architecture

- HBB will provide planting design and prepare Planting Plans (7 sheets), Planting Schedule and Details (3 sheets).
- HBB will provide draft WSDOT format technical specifications for planting.

9.6.2 Cost Estimate

- HBB will provide a cost estimate for planting based on per unit costs for bid items.

9.7 Intermediate Plans

The CONSULTANT shall compile the plans prepared for the various designs during the design documentation tasks noted above into the 60% plan set. This plans set shall be used to conduct the 60% Design Review by the CITY, and other stakeholders.

Deliverables:

- 60% Plans package (11" by 17") – (4 hard copies and 1 electronic copy).

9.8 Intermediate Cost Estimate

The CONSULTANT will calculate quantities and prepare an estimate of probable construction costs using bid items including estimates for roadway, drainage, illumination, structures and landscape plantings.

Deliverables:

- 60% Cost Estimate (4 hard copies and 1 electronic copy)

9.9 Intermediate Contract Specifications



The CONSULTANT will prepare the draft contract provisions (amendments, general special provisions and special provisions) for the Project.

Deliverables:

- Draft Contract Specifications (4 hard copies and 1 electronic copy)

TASK 10: FINAL DESIGN, 90% PS&E

10.1 Roadway Design

This task will advance the advance the preliminary design through further development of the geometric design, earthwork quantities, channelization design, and safety improvement for the project and will include development and refinement of the plans listed in the Final column of Table C – Anticipated Plan Sheet List below.

10.2 Structural Design

Final Design (90%): The CONSULTANT will continue its efforts in the development of final structural design as a continuation of the intermediate design which will include:

10.2.1 Structural Final Design:

The CONSULTANT will continue the design of the structures with the incorporation of the comments from the Intermediate Design reviews. Develop design and plans to advance the Intermediate design developments and to refine cost estimates. Work will include coordination and incorporation of Roadway Design, Geotechnical and Environmental findings and parameters.

10.2.2 Final Plans – Stream Crossing:

The CONSULTANT will develop the final plans as a continuation of the Intermediate plans with the incorporation of the comments from the Intermediate Design reviews for the selected alternative.

10.2.3 Final Plans – Retaining Walls:

The CONSULTANT will develop the final plans as a continuation of the Intermediate plans with the incorporation of the comments from the Intermediate Design reviews for each of the selected alternatives.

10.2.4 Opinion of Probable Cost – Stream Crossing:

The CONSULTANT will prepare final unit quantities and opinion of probable cost for the 1 stream crossing structure developed.

10.2.5 Opinion of Probable Cost – Retaining Walls:

The CONSULTANT will prepare final unit quantities and opinion of probable cost for the four retaining walls developed.

10.2.6 QC:

The CONSULTANT will perform quality control checks for the development of the Structural Final Design.



Assumptions:

- Final design of structures for each developed selected structure in electronic PDF format.
- Final Stream Crossing plans for the selected structure in electronic PDF format.
- Final Retaining Wall plans for the selected structures for each proposed location in electronic PDF format.
- Opinion of Probable Cost for the Stream Crossing and Retaining Walls for each selected structure in electronic PDF format.

10.3 Stream Crossing Final Design

The CONSULTANT will advance the final stream crossing design plans showing location, size and details.

Additionally, the CONSULTANT will produce specifications for the following items included in the stream crossing design plans:

- Stream bed material specifications
- Large woody debris construction and material specifications
- Erosion and scour protection construction and material specifications
- Revegetation construction and material specifications

10.4 Stormwater Design

The CONSULTANT will advance the Intermediate level design plans for the storm water drainage system showing location, size and details.

10.5 Illumination

The CONSULTANT will advance the Intermediate level illumination design plans based on the proposed improvements and the CONSULTANT's roadway layouts.

The CONSULTANT will prepare intermediate design level plans for the illumination system showing location, size and details.

10.6 Landscape Architecture

10.6.1 Landscape Architecture

- HBB will revise Planting Plans (7 sheets), Planting Schedule and Details (3 sheets) based on design coordination and CITY or other agency comments.
- HBB will provide WSDOT format technical specifications for planting.

10.6.2 Cost Estimate

- HBB will provide a cost estimate for planting based on per unit costs for bid items.

10.7 Final Plans



The CONSULTANT shall compile the plans prepared for the various designs during the design documentation tasks noted above into the 90% plan set. This plans set shall be used to conduct the 90% Design Review by the CITY, and other stakeholders.

Deliverables

- 90% Plans package (11" by 17") – (4 hard copies and 1 electronic copy).

10.8 Final Cost Estimate

The CONSULTANT will calculate quantities and prepare an estimate of probable construction costs using bid items including estimates for roadway, drainage, illumination, structures and landscape plantings.

Deliverables:

- Final Cost Estimate (4 hard copies and 1 electronic copy)

10.9 Final Contract Specifications

The CONSULTANT will prepare the final contract provisions (amendments, general special provisions and special provisions) for the Project.

Deliverables:

- Final Contract Specifications (4 hard copies and 1 electronic copy)

Task 11: BID READY AND ADVERTIMENT SUPPORT

The CONSULTANT shall incorporate comments from the CITY and stakeholders on the 90% PS&E package and prepare the Bid Ready PS&E package.

The CONSULTANT shall provide assistance during the Ad and Award process for the project. This work will include supporting the CITY with Advertisement and preparation of responses to bidder's questions and preparing addenda as required.

Assumptions:

- For budgeting purposes, up to 2 addenda will be assumed.
- The CITY shall prepare a summary of the bids (bid tabulation).
- The CONSULTANT shall not be required to attend bid opening

Deliverables:

- Bid Ready PS&E Package
- Written responses to bidder's questions.
- Up to 2 addenda packages.



TABLE C: - ANTICIPATED PLAN SHEET LIST

Type	Preliminary	Intermediate	Final
Index		1	1
Vicinity Map		1	1
Roadway Section	2	3	3
Alignment & R/W Plan	7	7	9
Site Preparation & Existing Utilities		7	9
Roadway Profiles	4	5	6
Drainage Plans	7	8	9
Stream Crossing Structural Plans	3	7	8
Stream Crossing Plans	3	3	3
Retaining Walls	1	3	3
Planting Plans		10	10
Paving Plans		7	9
Pavement Marking Plans	7	7	9
Illumination Plan	7	7	9
Signing Plans	7	7	9
Traffic Control Plans		5	9
Total	48	87	107

Task 12: OPTIONAL TASKS

- Task 2.5 Event Outreach and Tabling, (Public Outreach – Enviroissues)
- Task 2.7 Online Open House (Public Outreach – Enviroissues)
- Task 6.4 Drainage Design Alternatives (Alternatives Analysis – Lochner)
- Task 6.5 Landscape Architecture Alternatives (Alternatives Analysis – HBB)
- Construction Administration and Observation, (Lochner CEI)

Exhibit B - Fee Estimate City of Sammamish Issaquah-Fall City Road Improvements H. W. Lochner, Inc.					
Design Phase	Classification	Hourly Rate	Total Hours	Labor Salary	Total Costs
	Project Principal/Principal Engineer	\$ 85.00	280	\$23,800.00	
	Project Manager/Project Engineer	\$ 66.30	80	\$5,304.00	
	Project Manager/Project Engineer	\$ 57.63	942	\$54,287.46	
	Sr. Transportation/Traffic Engineer/Planner	\$ 59.17	100	\$5,917.00	
	Sr. Transportation/Traffic Engineer/Planner	\$ 58.20	212	\$12,338.40	
	Sr. Transportation/Traffic Engineer/Planner	\$ 55.23	412	\$22,754.76	
	Jr. Transportation/Traffic Engineer/Planner	\$ 31.18	102	\$3,180.36	
	Project Manager/Project Engineer	\$ 68.01	542	\$36,861.42	
	Civil Engineer/Designer	\$ 49.44	464	\$22,940.16	
	Civil Engineer/Designer	\$ 33.83	1488	\$50,339.04	
	Civil Engineer/Designer	\$ 40.02	1068	\$42,741.36	
	Sr. Structural Engineer	\$ 62.42	512	\$31,959.04	
	Jr. Structural Engineer/Designer	\$ 34.75	226	\$7,853.50	
	Sr. Administration/Project Control	\$ 31.41	44	\$1,382.04	
	Administration/Project Control	\$ 19.37	208	\$4,028.96	
			6680		
	Subtotal Direct Salary Cost			\$325,687.50	
Salary Escalation					
	2016	70.00%	3%	\$6,839.44	
	Total Lochner Direct Salary Cost			\$332,526.94	
Overhead at 179.48% of DSC		179.48%		\$596,819.35	
Profit at 30% of DSC		30.00%		\$99,758.08	
	Total HWL Labor Including Overhead and Profit:				\$1,029,100
Direct Expenses:					
	Travel	\$ 320			
	Reproduction	\$ 1,340			
	Communications	\$ 100			
	Graphics/Miscellaneous	\$ 200			
	Title Reports	\$ 8,290			
	Direct Reimbursable Subtotal:				\$10,250
	Firm Total: H.W. Lochner, Inc.				\$1,039,350
Design Subconsultants:					
	Pace			\$ 74,169	
	Shannon & Wilson (Geotechnical)			\$ 93,700	
	Shannon & Wilson (Environmental)			\$ 90,385	
	Shannon & Wilson (Stream)			\$ 31,125	
	HBB (Landscape Architecture)			\$ 39,407	
	AquaTerra			\$ 7,456	
	Subconsultants Subtotal:				\$336,250
	Total Project - H. W. Lochner, Inc.				\$1,375,600
Other Tasks:					
	Public Outreach (EnviroIssues)			\$ 94,711	
	Right-of-Way Acquisition Services (UFS)			\$ 146,949	
	Grant Writing Services (Lochner)			\$ 32,743	
	Other Subtotal:				\$274,400
	Total Project				\$1,650,000

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 36-2338811

Social Security No.: _____

Print Name: Stephen G. Lewis

Title: Vice President

Business Name: H.W. Lochner, Inc.

Business Address: 915 118th Ave SE, Suite 130, Bellevue, WA 98005

Business Phone: (425) 454-3160

03.17.2016
Date


Authorized Signature (Required)



Meeting Date: March 22, 2016

Date Submitted: March 15, 2016

Originating Department: Parks and Recreation

Clearances:

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

Subject: Beaver Lake Preserve Phase IIA Trail Improvements: Washington Trails Association Contract

Action Required: Authorize the City Manager to execute a contract with the Washington Trails Association to construct trails as part of the Beaver Lake Preserve Phase IIA Improvement Project.

Exhibits:

1. Contract
2. Site Map

Budget: \$250,000 is allocated in the 2015-16 Parks CIP for the Beaver Lake Preserve Phase IIA Improvements.

Summary Statement:

This is a contract with the Washington Trails Association (WTA) for trail construction as part of the Beaver Lake Preserve Phase IIA Improvement Project. Under this agreement, WTA will lead 30 work parties (approximately 3,000 volunteer hours) to construct new trails at Beaver Lake Preserve this year.

WTA will begin trail construction on approximately April 5, 2016 and continue through the end of May. We are anticipating three to four work parties each week, consisting of 10 to 12 volunteers at each work party. WTA maintains an extensive volunteer database and will likely draw from that pool to help fill the volunteer crews. In addition to work parties that will be open to the public, WTA will also run private volunteer events with the local high schools, Boy Scouts, Sammamish YMCA and other interested groups. They will continue intermittent work parties in the summer and return in the fall if there is any remaining work to be completed.

Background:

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement was successfully utilized to construct trails as part of the Beaver Lake Preserve Phase I Improvement Project in which WTA and city staff-led work parties constructed over 1.35 miles of trails. WTA was also a key partner in constructing the extensive trail network at Evans Creek Preserve.

Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight and other necessary items such as work tools and safety equipment. The City will provide the materials needed to construct the trails and provide additional staff support as needed during the trail construction project.

Project Background/Overview:

Beaver Lake Preserve is a 76-acre property located northwest of Beaver Lake. The property is bisected by West Beaver Lake Drive SE. Phase I improvements were constructed from January 2006 to July 2007 and included completion of 1.35 miles of trails, a 10-car gravel parking lot, an informational sign kiosk and a portable restroom with enclosure.

Phase IIA improvements are proposed to begin in the spring of 2016 and consist of additional trails to close an existing trail loop as well as trail extensions to Beaver Lake. Three new crossings are proposed where the new trails cross wetlands and an existing stream. Other proposed improvements consist of restoration to the picnic meadow, site furniture, signage and a few viewing platforms.

Financial Impact:

The contract with WTA is for \$25,100. A total of \$250,000 is allocated in the 2015-16 Parks CIP budget for the Phase IIA design and construction project. Plans, supplies/materials and permits are not included in this contract.

Recommended Motion:

Authorize the City Manager to execute a contract with the Washington Trails Association to construct trails as part of the Beaver Lake Preserve Phase IIA Improvement Project in the amount of \$25,100.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Washington Trails Association

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Washington Trails Association, 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:

According to the rates set forth in Exhibit " __ "

A sum not to exceed \$25,100.00

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.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been

Exhibit 1

mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 1

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

Company Name Washington Trails Association
Contact Name Karen Daubert
Street Address 705 2nd Ave #300
City, State Zip Seattle, WA 98104
Phone Number (206) 625-1367
Email karen@wta.org

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: TLVB

Print Name: _____

Print Name: Timothy L Van Beek

Title: City Manager

Title: Field Program Manager

Date: _____

Date: 3-11-2016

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trails at Beaver Lake Preserve as part of Phase IIA improvements.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$750 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 3000 hours in 2016 (30 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at \$65.00 per hour.

Exhibit 1

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature _____

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

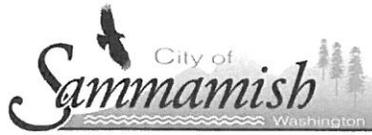
Table with 2 columns: Description, Amount. Rows: Total contract amount, Previous payments, Current request, Balance remaining.

Table with 1 column: Field. Rows: Authorization to Consultant: \$, Account Number, Date.

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

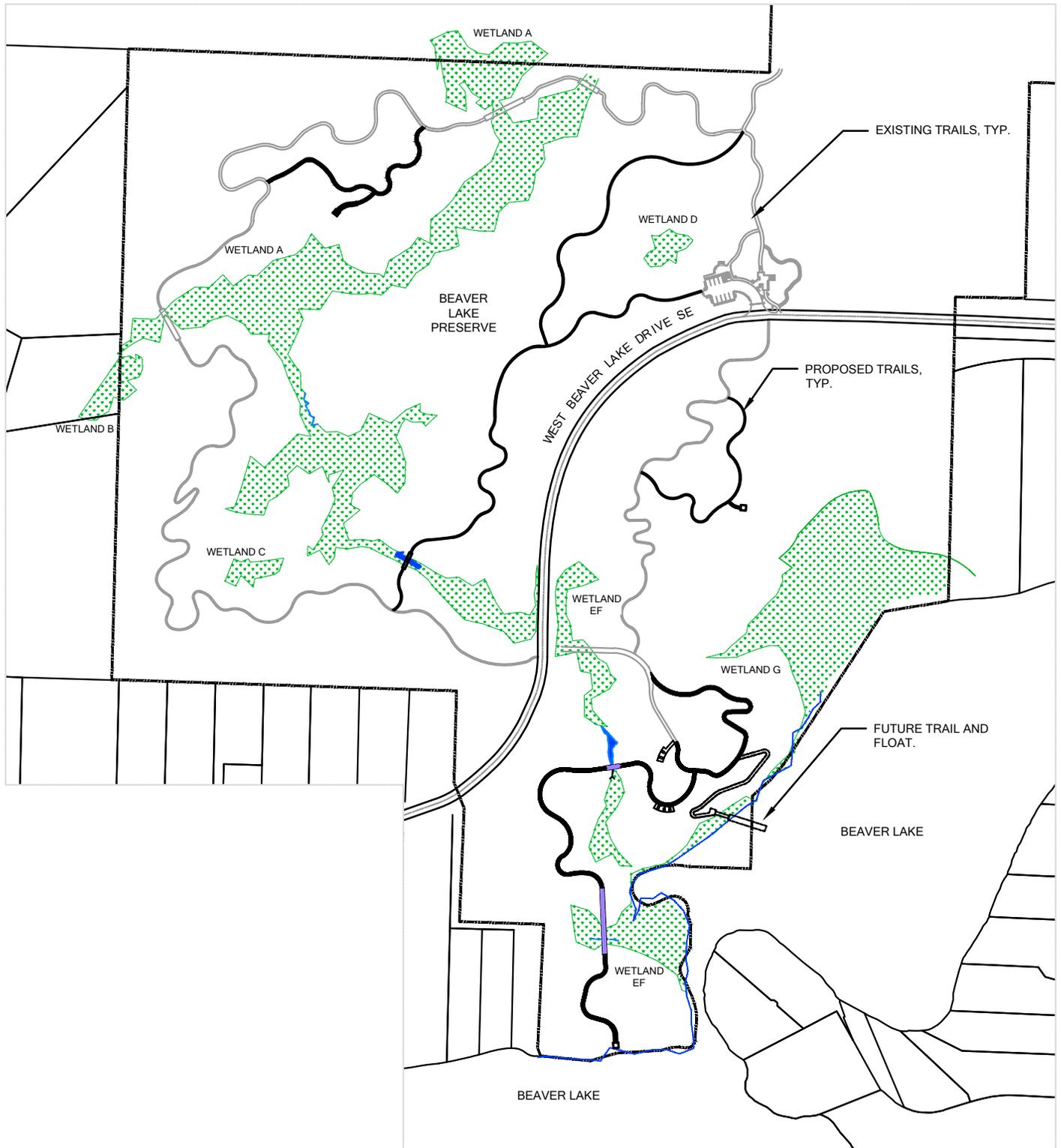
Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)

Exhibit 1



BEAVER LAKE PRESERVE - PHASE II A IMPROVEMENTS



Exhibit 2



Meeting Date: March 22, 2016

Date Submitted: March 9, 2016

Originating Department: Public Works

Clearances:

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

Subject: Purchase of a solar powered Variable Message Board Sign for Maintenance & Operations using the Washington State Bid Contract.

Action Required: Authorize the City Manager to purchase a replacement solar powered variable message board sign.

Exhibits: None.

Budget: \$19,655.25 in the Equipment Rental and Replacement Fund from insurance reimbursement for previous sign.

Summary Statement:

This new solar powered Variable Message Board Sign will replace the city's previous 2014 Variable Message Board sign, #E-152, which was damaged beyond repair in late 2015.

Background:

The city's previous solar powered Variable Message Board sign was hit and damaged beyond repair by a passing vehicle on November 1, 2015. At the time, the sign was being used to advertise the upcoming Sahalee Way Improvement Project open house. The message board was deemed totaled by the driver's insurance company. Nationwide Insurance has since issued a check in the amount of \$19,655.25 to cover the full cost of the replacement of the totaled sign.

Financial Impact:

The total cost of replacing the damaged sign under the State of Washington's competitive equipment bid contract is \$19,655.25, including applicable sales tax. As previously stated, the city has already received this same amount from the insurance company of the driver who hit and totaled the previous sign.

Recommended Motion:

Authorize the City Manager to purchase a 2016 solar powered Variable Message Board sign through the Washington State Contract at a total cost of \$19,655.25, including sales tax, to replace the "totaled" 2014 Variable Message Board sign, #E-152.

Sammamish, Washington

Proclamation

Sexual Assault Awareness Month

April 2016

Sexual Assault
Awareness Month

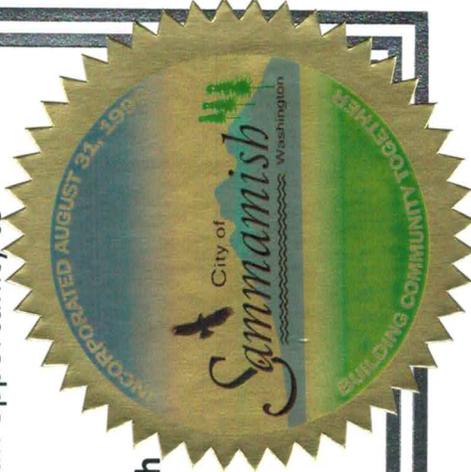
Sexual Assault
Awareness Month

- WHEREAS,** Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community.
- WHEREAS,** Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives
- WHEREAS,** Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18
- WHEREAS,** Young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault
- WHEREAS,** On campus, one in five women and one in 16 men are sexually assaulted during their time in college
- WHEREAS,** We must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions.
- WHEREAS,** Prevention is possible when everyone gets involved. The first step is increasing education, awareness, and community involvement. It's time for all of us to take action to create a safer environment for all.
- WHEREAS,** Please join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE BE IT RESOLVED that I, Mayor Donald Gerend and Sammamish City Council, do hereby proclaim **April 2016 as Sexual Assault Awareness Month** in the **City of Sammamish**.

Mayor, Donald J. Gerend

Date





Meeting Date: March 22, 2016

Date Submitted: 3/17/2016

Originating Department: Community Development

Clearances:

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

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

Action Required: Close Public Hearing
Adopt Ordinance

Exhibits: 1. Ordinance with Attachments A - E

Budget: N/A

Summary Statement:

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

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

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

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

21A.20 / 21B.20 – Permitted Uses

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

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

21A.65.050 – Home Businesses

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

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

Background:

1. History of Marijuana Regulation in Sammamish

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

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

2. Overview of Changes to State Law

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

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

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

3. Planning Commission Review

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

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

Financial Impact:

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

Recommended Motion:

Complete and close the Public Hearing continued from March 15, 2016.

Adopt the ordinance included as Exhibit 1 to amend Chapters 15, 20 and 65 of Title 21A, and Chapters 15 and 20 of Title 21B of the Sammamish Municipal Code as detailed in Attachments A through E.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

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

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

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

Exhibit 1 - Attachment A

Attachment A
City of Sammamish
Marijuana Conformance Amendments
March 22, 2016

Chapter 21A.15 **TECHNICAL TERMS AND DEFINITIONS**

Sections:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21A.15.20 Collective garden.

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

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

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

21A.15.252 Cooperative

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

21A.15.6 3 iquor and Cannabis Board (CB).

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

21A.15. 34.1 Marijuana concentrates.

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

21A.15. 35 Marijuana processor.

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

21A.15. 36 Marijuana producer.

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

21A.15. 3 Marijuana infused products.

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

21A.15. 3 Marijuana retailer.

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

Exhibit 1 - Attachment A

Exhibit 1 - Attachment B

Chapter 21B.15 TECHNICAL TERMS AND DEFINITIONS

Sections:

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

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

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

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

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

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

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

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

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

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

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

21B.15.0 5 Collective garden.

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

21B.15.112 Cooperative

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

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

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

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

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

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

21B.15.235 Marijuana concentrates

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

21B.15.236 Marijuana processor.

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

21B.15.23 Marijuana producer.

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

21B.15.23 Marijuana infused products.

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

21B.15.23 Marijuana retailer.

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

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Chapter 21A.20 PERMITTED SES

Sections:

21A.20.010	Establishment of uses.
21A.20.020	Interpretation of land use tables.
21A.20.030	Residential land uses.
21A.20.040	Recreational/cultural land uses.
21A.20.050	General services land uses.
21A.20.060	Government/business services land uses.
21A.20.070	Retail land uses.
21A.20.080	Manufacturing land uses.
21A.20.090	Resource land uses.
21A.20.100	Regional land uses.

21A.20.010 Establishment of uses.

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

21A.20.020 Interpretation of land use tables.

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

(2) If ~~an "X"-no symbol~~ appears in the box at the intersection of the column and the row, the use is not allowed in that district, except for certain temporary uses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21A.20.030 Residential land uses.

A. Table of Residential Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

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

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
* -	Collective garden (18)	X	X	X	X	X
*	TEMPORARY LODGING:					
7011	Hotel/motel ⁽¹⁾	X	X	X	P	P
*	Bed and breakfast guesthouse	P7	P7	P7	P8	X
7041	Organization hotel/lodging houses	X	X	X	X	X

B. Development Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21A.20.040 Recreational cultural land uses.

A. Table of Recreational/Cultural Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC LAND USE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
	PARK/RECREATION:					
*	Park	P1	P1, P10	P	P	P
*	Trails	P	P	P	P	P
*	Marina	C2	C2	P4	P	P

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
*	Sports club ⁽⁹⁾	C3	C3	C	P	X
	AMUSEMENT/ENTERTAINMENT:					
*	Theater	X	X	X	P5	P5
7833	Theater, drive-in	X	X	X	X	X
793	Bowling center	X	X	X	P	X
*	Golf facility	P6	P6	X	X	X
7999	Amusement and recreation services	P7 C	P7 C	X	P	X
*	Amusement arcades	X	X	X	P	X
	CULTURAL:					
823	Library	P8 C	P8 C	P	P	P
841	Museum	P8 C	P8 C	P	P	P
842	Arboretum	P	P	P	P	P
*	Conference center	P8 C	P8 C	P	X	P

B. Development Conditions.

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

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

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- b. Lighting for structures and fields shall be directed away from residential areas;
 - c. Setback requirements for structures in these on-site required recreation areas shall be maintained pursuant to SMC [21A.25.030](#). Buildings, service yards, swing sets, sandboxes, playhouses, other playground equipment, basketball hoops, tennis courts, camping tents, temporary tent structures used for functions and gathering, and dumpsters shall maintain a minimum distance of 20 feet from property lines adjoining residential zones R-1 to R-8.
2. Limited to day moorage. The marina shall not create a need for off-site public services beyond those already available prior to date of application.
3. Limited to recreation facilities subject to the following conditions and limitations:
- a. The bulk and scale shall be compatible with residential or rural character of the area;
 - b. For sports clubs, the gross floor area shall not exceed 10,000 square feet unless the building is on the same site or adjacent to a site where a public facility is located or unless the building is a nonprofit facility located in the urban area; and
 - c. Use is limited to residents of a specified residential development or to sports clubs providing supervised instructional or athletic programs.
4. Limited to day moorage.
5. Adult use facilities shall be prohibited within 660 feet of any residential zones, any other adult use facility, or school licensed daycare centers, parks, community centers, public libraries or churches which conduct religious or educational classes for minors.
6. Clubhouses, maintenance buildings and equipment storage areas, and driving range tees shall be at least 50 feet from residential property lines. Lighting for practice greens and driving range ball impact areas shall be directed away from adjoining residential zones.
7. Limited to a golf driving range as an accessory to golf courses.
8. Only as accessory to a park or in a building listed on the National Register as an historic site or designated as a landmark subject to the provisions of Chapter [21A.70](#) SMC.

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

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

21A.20.050 General services land uses.

A. Table of General Services Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
	PERSONAL SERVICES:					
72	General personal service	X	X	P	P	P3
7216	Drycleaning plants	X	X	X	X	X
7261	Funeral home/crematory	C4	C4	X	P	X
*	Cemetery, columbarium or mausoleum	P20 C5	P20 C5	P20	P20	P20
*	Daycare I	P6	P	P	P	P7
*	Daycare II	P8 C	P8 C	P	P	P7

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

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		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
808 – 09	Miscellaneous health	X	X	X	P	P
* -	<u>Marijuana producer (25)</u>	X-	X-	X-	X-	X-
* -	<u>Marijuana processor (25)</u>	X	X	X	X	X
* -	<u>Marijuana retailer (25)</u>	X	X	X	X	X
* -	<u>Cooperative (25)</u>	X	X	X	X	X
* -	<u>Collective garden (25)</u>	X	X	X	X	X
	EDUCATION SERVICES:					
*	Elementary school	P	P	X	X	X
*	Middle/junior high school	P	P	X	X	X
*	Secondary or high school	P21	P21	X	X	X
*	Vocational school	P12 C	P12 C	X	C	P14
*	Specialized instruction school	P15 C16	P15 C16	P	P	P14
*	School district support facility	P19 C	P19 C	C	P	P

B. Development Conditions.

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

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

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

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

16. Subject to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21A.20.060 Government business services land uses.

A. Table of Government/Business Service Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	RESIDE TIA				C MMERCIA		
		rban Residential				ighborhood Business	Community Business	ffice
		R 1	R	R 12	R 1	B	CB	
	GOVERNMENT SERVICES:							
*	Public agency or utility yard ⁽²⁵⁾	C25		C25		P	P	P
*	Satellite public agency or utility yard	P26 C		P26 C		P	P	P
*	Public agency or utility office	P2, P27 C		P2, P27 C		P	P	P
*	Public agency archives	P27		P27		X	X	P
921	Court	P27		P27		P3	P3	P
9221	Police facility	P27		P27		P5	P	P

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

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

B. Development Conditions.

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

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

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

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

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

21A.20.0 Retail land uses.

A. Table of Retail Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
				B	CB	
*	Building, hardware and garden materials	X	X	P1	P	X

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

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
*	Pet shops	X	X	P	P	X
*	Bulk retail	X	X	X	P	X
*	Livestock sales	P8, P9	X	X	X	X
* -	Marijuana retailer <u>(10)</u>	X	X	X	X	X
* -	Marijuana producer	X	X	X	X	X
* -	Marijuana processor	X	X	X	X	X
* -	Collective garden	X	X	X	X	X

B. Development Conditions.

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

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8. Retail sale of livestock is permitted only as accessory to raising livestock.

9. Limited to the R-1 zone. (Ord. O2014-376 § 3 (Att. A); Ord. O2009-249 § 1; Ord. O2003-132 § 11)

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

21A.20.0 0 Manufacturing land uses.

A. Table of Manufacturing Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
				B	CB	
27	Printing and publishing	X	X	P1	P1	P1 C
32	Stone, clay, glass and concrete products	X	X	X	P2	X
357	Computer and office equipment	X	X	X	X	C
38	Measuring and controlling instruments	X	X	X	X	C

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
* -	Marijuana producer (3)	X	X	X	X	X
* -	Marijuana processor (3)	X	X	X	X	X
* -	Cooperative (3)	X	X	X	X	X
* -	Collective garden (3)	X	X	X	X	X

B. Development Conditions.

- Limited to photocopying and printing services offered to the general public.
- Only within enclosed buildings, and as an accessory use to retail sales. (Ord. O2003-132 § 11)
- All marijuana related uses both medical and recreational, including marijuana collective gardens, marijuana cooperatives, marijuana producers, marijuana processors, marijuana distributors, and marijuana retailers are prohibited in all zones in the City of Sammamish.

21A.20.0 0 Resource land uses.

A. Table of Resource Land Uses.

E

P – Permitted Use

C – Conditional Use

S – Special Use

X – Prohibited Use

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R1 R	R12 R1	Neighborhood Business	Community Business	Office
	AGRICULTURE:					
01	Growing and harvesting crops	P	X	X	X	X
02	Raising livestock and small animals	P2	X	X	X	X
	FORESTRY:					
08	Growing and harvesting forest products	P	X	X	X	X
*	Forest research	X	X	X	X	P1
	FISH AND WILDLIFE MANAGEMENT:					
0921	Hatchery/fish preserve	C	X	X	X	X
0273	Aquaculture	C	X	X	X	X

B. Development Conditions.

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

21A.20.100 Regional land uses.

A. Table of Regional Land Uses.

E

P – Permitted Use

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C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		R 1 R	R 12 R 1	Neighborhood Business	Community Business	Office
*	Jail	S	S	S	S	S
*	Work release facility	S	S	S	S	S
*	Public agency training facility	X	X	X	S1	S1
*	Hydroelectric generation facility	C9 S	X	X	X	X
*	Nonhydroelectric generation facility	C8 S	C8 S	C8 S	C8 S	C8 S
*	Communication facility	C4c S	C4c S	C4c S	P	P
*	Earth station	C4a S	C4a S	P4b C	P	P
13	Oil and gas extraction	S	S	S	S	S
*	Energy resource recovery facility	S	S	S	S	S
*	Landfill	S	S	S	S	S
*	Transfer station	S	S	S	S	
*	Wastewater treatment facility	S	S	S	S	S
*	Municipal water production	S	S	S	S	S
*	Airport/heliport	S	S	S	S	S

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SIC	SPECIFIC A D SE	RESIDENTIAL		COMMERCIAL		
		Urban Residential	Neighborhood Business	Community Business	Office	
		R 1 R	R 12 R	B	CB	
*	Transit bus base	S	S	S	S	S
*	School bus base	C P3 S	C3 S	S	S	S
7948	Racetrack	S5	S5	S5	S	S5
*	Fairground	X	X	X	S	X
8422	Zoo/wildlife exhibit	S	S	X	S	X
7941	Stadium/arena	X	X	X	X	X
8221 – 8222	College/university	P6 C7 S	P6 C7 S	P6 C7 S	P	P

B. Development Conditions.

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

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

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Chapter 21B.20 PERMITTED SES

Sections:

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

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

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

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

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

21B.20.040 Residential land uses.

(1) Table of Residential Land Uses.

KEY

P – Permitted Use

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

C – Conditional Use

S – Special Use

X – Prohibited Use

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

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

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

Development Conditions:

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

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

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

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

21B.20.060 General services land uses.

(1) Table of General Services Land Uses.

KEY

P – Permitted Use

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

C – Conditional Use

S – Special Use

X – Prohibited Use

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

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

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

(Ord. O2010-293 § 1 (Att. A))

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

21B.20.0 0 Retail land uses.

(1) Table of Retail Land Uses.

KEY

P – Permitted Use

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

C – Conditional Use

S – Special Use

X – Prohibited Use

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

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

Development Conditions:

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

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

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

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

21B.20.0 0 Manufacturing land uses.

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March 22, 2016**

(1) Table of Manufacturing Land Uses.

KEY

P – Permitted Use

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

C – Conditional Use

S – Special Use

X – Prohibited Use

SIC	SPECIFIC A D SE	TC A sub zones					TC B	TC C	TC D	TC E
		A1	A2	A3	A4	A5				
27	Printing and publishing ⁵	U ^{1,4}	U ^{1,2,4}	X	X	X				
357	Computer and office equipment ⁵	U ⁴	U ^{2,4}	X	X	X				
38	Measuring and controlling instruments ⁵	X	U ^{3,4}	U ^{3,4}	U ^{3,4}	U ^{3,4}	U ^{2,3,4}	X	X	X
* -	Marijuana producer (6)	X	X	X	X	X	X	X	X	X
* -	Marijuana processor (6)	X	X	X	X	X	X	X	X	X
* -	Cooperative (6)	X	X	X	X	X	X	X	X	X
* -	Collective garden (6)	X	X	X	X	X	X	X	X	X

Development Conditions:

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

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

(Ord. O2010-293 § 1 (Att. A))

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

Exhibit 1 - Attachment E

**Attachment E
City of Sammamish
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21A.65.050 Home businesses.

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

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

Exhibit 1 - Attachment E

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



Meeting Date: March 22, 2016

Date Submitted: March 17, 2016

Originating Department: Community Development

Clearances:

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

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

Action Required: Close Public Hearing and Complete Second Ordinance Reading

- Exhibits:**
1. Ordinance with Attachment A
 2. Planning Commission handoff memorandum
 3. Evaluation Form F

Budget: N/A

Summary Statement:

On March 15, 2016, the City Council received the recommendations of the Planning Commission and opened a public hearing for amendments to the Sammamish Municipal Code (SMC) related to Dimensional Standards for the R-4 and R-6 zoning designations. The proposed code amendments will replace the current impervious surface limits with new standards related to lot coverage and minimum pervious surface requirements, and amend the City's current standards related to setbacks.

Background:

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

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

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

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

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

Financial Impact:

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

Recommended Motion:

Adopt the ordinance included as Exhibit 1 related Dimensional Standards for the R-4 and R-6 zoning designations thereby amending Chapters 5 and 15 of Title 20, and Chapters 30 and 40 of Title 21A of the SMC.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016 -

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

WHEREAS, pursuant to the provisions of state law, Chapter 35A.63 of the Revised Code of Washington (RCW) and Chapter 36.70A RCW, the Sammamish City Council has adopted the Sammamish Municipal Code (SMC), including Title 21A, Development, which regulates land use and Title 23, Civil Code Compliance, which regulates procedures and mechanisms for land use related code enforcement matters; and

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

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

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

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

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

WHEREAS, after providing 30 days public notice, the City Council held a public hearing on March 15 and 22, and received public testimony related to the adoption of the ordinance and the proposed amendment; and

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

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

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

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

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

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

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

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

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

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE ____ DAY OF MARCH 2016.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

Public Hearing:

First Reading:

Public Hearing:

Second Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Exhibit 1

1 **Dimensional Standards in Residential Zones:**

2

3 Sammamish Municipal Code (SMC)

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

10

11

12

13

14 “Normal Text” is existing code language

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

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

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

18

1 **21.15.727 Lot coverage.**

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

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1 **21A.25.010 Purpose.**

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

7

Exhibit 1 - Attachment A

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

2 A. Residential Zones.

STANDARDS	RESIDENTIAL					
	URBAN RESIDENTIAL					
	R-1 ⁽¹³⁾	R-4	R-6	R-8	R-12	R-18
Maximum Density DU/Acre (11)	1 du/ac	4 du/ac (5)	6 du/ac	8 du/ac	12 du/ac	18 du/ac
Minimum Density (2)				85% (14)	80% (14)	75% (14)
Minimum Lot Width	35 ft (7)	30 ft	30 ft	30 ft	30 ft	30 ft
Minimum Street Setback	20 ft (6)	10 ft (7) <u>(16)</u>	10 ft (7) <u>(16)</u>	10 ft (7) (8)	10 ft (7)	10 ft (7)
Minimum Interior Setback (2)(12)	5 ft (7)	5 / 7 / 15 ft (17)	5 / 7 / 15 ft (17)	5 ft	5 ft	5 ft
Base Height (3)(15)	35 ft	35 ft	35 ft 45 ft (10)	35 ft 45 ft (10)	60 ft	60 ft 80 ft (10)
Maximum Impervious Surface: Percentage (4)	30% (9)	<u>55%</u>	<u>70%</u>	75%	85%	85%
<u>Minimum Pervious Surface Percentage (18)</u>		<u>45%</u>	<u>35%</u>			
<u>Lot Coverage</u>		<u>35%</u>	<u>45%</u>			

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

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

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

1 **21A.25.0 0 Calculations Allowable dwelling units, lots or floor area, lot coverage.**

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

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

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

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

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

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

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

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

18



Memorandum

Date: March 15, 2016

To: City Council

From: Frank Blau, Planning Commission Chair

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

Recommended Amendment to the Development Regulations

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

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

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

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

Exhibit 2

Accompanying Planning Commission Recommendation

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

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

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

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

Planning Commission Recommended Form

Policy Option Evaluation Form F – Lot Coverage / Setback / Pervious & Landscaping requirement

Zoning Designation: R-4 and R-6 zoning designations

Aspect: Bulk / Aesthetics / Dimensional Standard

Goal: The City is seeking to refine and clarify the bulk / aesthetics / dimensional standards of the R-4 and R-6 zoning designations.

Proposed amendment:

Amendment Option:	Expected Effect
<ul style="list-style-type: none"> • Require that 45% of a lot in the R-4 and 35% of a lot in the R-6 zone, be pervious surface • Require that a minimum of 30% of the area within a street setback be landscaped and pervious • Increase the size of required interior setbacks in the R-4 and R-6 zoning designation from 5 feet to require a combination of interior setbacks of 5, 7, and 15 feet • Establish a lot coverage limit of 35% for the R-4 and a lot coverage limit of 45% for the R-6 zoning designations 	<ul style="list-style-type: none"> • Regulate the community attribute related to bulk / aesthetics that will provide an improved, and desirable outcome (i.e. pervious surface and landscaping) • Reduce the apparent size of the proposed single family home relative to the lot size • Increase building separation in new subdivisions, reducing the appearance of bulk • Limits overall building footprint relative to lot size.
Positive	Negative
<ul style="list-style-type: none"> • Provides for required landscaping along the street frontage (i.e. the street setback cannot be entirely driveway) • Creates more area available for a yard or other improvements accessory to a single family use • Reduces the visual presence of single family homes within a subdivision • Regulates other building improvement that may affect bulk / aesthetics (e.g. sheds, pergolas, etc). 	<ul style="list-style-type: none"> • Some existing single family homes will no longer comply with the new standard, and will be regulated as “grandfathered” improvement.
Recommendation	
Recommend amendment	

Exhibit 3

Current Regulations:

Impervious surfaces are defined as follows:

21A.15.625 Impervious surface. "Impervious surface," for purposes of this title, means any nonvertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle at natural infiltration rates including, but not limited to, roofs, swimming pools, and areas that are paved, graveled or made of packed or oiled earthen materials such as roads, walkways, or parking areas and excluding landscaping, surface water flow control, and water quality treatment facilities, access easements serving neighboring property and driveways to the extent that they extend beyond the street setback due to location within an access panhandle or due to the application of requirements to site features over which the applicant has no control.

For example, in the R-4 zone, a 10,000 square foot lot could accommodate up to 5,500 square feet of impervious surface. In the R-6 zone, the same lot could accommodate 7,000 square feet.

The City currently regulates residential bulk and dimensions through the use of setbacks and impervious surface. Setbacks are defined as follows:

21A.15.1070 Setback. "Setback" means the minimum required distance between a structure and a specified line such as a lot, easement or buffer line that is required to remain free of structures.

For example, a 100 foot by 100 foot lot (R-4 or R-6 zoning designation), with an area of 10,000 square feet, would typically require 2,350 square feet of area within required setbacks.

The City does not currently use lot coverage or pervious surface requirements as a regulatory tool.



Meeting Date: March 22, 2016

Date Submitted: 3/15/2016

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

Subject: Sammamish Community & Aquatic Center – Construction Contingency

Action Required: Authorize the use of additional project contingency funds in an amount not-to-exceed \$300,000 to complete the construction of the Sammamish Community and Aquatic Center Project.

Exhibits: N/A

Budget: The project budget for the Sammamish Community and Aquatic Center is \$34,500,000. The updated estimated total project cost is \$32,931,659.45 including requested authorized contingencies.

Summary Statement:

This is a request for authorization to use additional project contingency funds in an amount not-to-exceed \$300,000 to complete the construction of the Sammamish Community and Aquatic Center Project. This will bring the total construction contingency authorized for the project to 6%.

Background:

On May 20, 2014, the City Council authorized the City Manager to award the Community and Aquatic Center construction contract to Porter Brothers Construction, Inc. in the amount of \$28,003,812.51. Although the project budget allocated 10% for the construction contingency, the City Manager recommended the City Council authorize only half this amount (a 5% contingency), totaling \$1,400,190.63.

The construction of the Community and Aquatic Center is now drawing to a close. City staff and the project design team have diligently managed change orders throughout the course of construction. To date, a total of eighteen (18) change orders have been signed in the amount of \$1,205,373.34. In addition, the contractor has submitted change order proposals (COPs) in the amount of \$233,698.44, which exceeds the amount authorized by the City Council. These COPs are presently under review. Finally, we expect to receive further COPs estimated at approximately \$210,000.

Construction Contingency Overview:**Summary of Project Change Orders:**

Change orders signed to date	\$1,205,373.34
Pending costs under review	\$ 233,698.44
Estimated additional costs	\$ 210,000.00
Total Estimated Change Orders	\$1,649,071.78

Overview of Project Contingency:

Total Contingency Authorized by City Council	\$1,400,190.63
Additional Contingency Authorization	\$ 300,000.00
Total Contingency Authorization	\$1,700,190.63

The City's operating partner, the YMCA, requested a few modest changes during construction and reimbursed the City for these changes. The architect and pool consultant also reimbursed the City for a couple of design errors. Together, these changes account for approximately \$110,000 of the total change orders signed to date and reflected in the above totals.

Financial Impact:

The project budget for the Community Center Project is \$34,500,000 as authorized by the City Council on November 18, 2013. The additional contingency authorization is an amount not-to-exceed \$300,000. This amount will be taken from the "Additional 5% Contingency" identified in the project budget.

Upon award of the construction contract in May 2014, the estimated project costs were revised to \$33,885,286.63, slightly below the original budget amount. As the project nears completion, the estimated project costs have been further reduced to \$32,931,659.45. A side-by-side comparison of the project cost estimate from the beginning of the project to the present is provided below.

Construction Contract	May 2014	March 2016
Construction Sub-Total	\$25,574,258.00	\$25,574,258.00
9.5% WSST	\$ 2,429,554.51	\$ 2,429,554.51
Total Construction Contract	\$28,003,812.51	\$28,003,812.51
Contingency	\$ 1,400,190.63	\$ 1,700,190.63
Total Authorized by Council	\$29,404,003.14	\$29,704,003.14
Additional Project Costs		
Demolition – Kellman House	\$ 77,656.31	\$ 77,656.31
Soft Costs (design, permitting, utilities etc.)	\$ 3,003,436.56	\$ 3,150,000.00
Additional Contingency	\$ 1,400,190.62	\$ 0.00
Total Additional Project Costs	\$ 4,481,283.49	\$ 3,227,656.31
ESTIMATED PROJECT TOTAL	\$33,885,286.63	\$32,931,659.45

Recommended Motion:

Authorize the use of additional contingency funds in an amount not-to-exceed \$300,000 to complete the construction of the Sammamish Community and Aquatic Center.



Meeting Date: March 22, 2016

Date Submitted: 3/15/2016

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

Subject: Bid award for the Eastlake Community Sports Field Turf Replacement Project

Action Required: Authorize the City Manager to execute a contract with Coast to Coast Turf, Inc. for the construction of the Eastlake Community Sports Field Turf Replacement Project.

Exhibits:

1. Contract
2. Bid Tab
3. Site Plan

Budget: The 2015-16 Parks CIP Budget includes \$1,000,000 for the Eastlake Community Sports Field Turf Replacement Project and \$165,000 for parks capital project contingencies.

Summary Statement:

This is a construction contract for the Eastlake Community Sports Field Turf Replacement Project and includes site preparation, installation of a new synthetic turf system, new fencing and site furnishings.

The project was bid on January 26, 2016, with bids opened on February 23, 2016. The responsible bidder was determined by the lowest Total Bid (sum of the Base Bid and all bid alternatives). Furthermore, all bidders were required to provide a price for all bid alternatives to be considered responsive even though alternative items may or may not be awarded.

A total of 7 bids were submitted with one bid considered nonresponsive because prices were not provided for all alternative bid items. Please refer to the attached bid tab.

Coast to Coast Turf, Inc. submitted a bid in the amount of \$1,157,661 + WSST, which is \$24,339 below the next lowest bid submitted. Staff performed a detailed reference check and determined that Coast to Coast Turf, Inc. is the lowest responsive and responsible bidder.

Recommendation on Infill Material:

Styrene Butadiene Rubber (SBR) or crumb rubber is an infill material that is used on a majority of synthetic turf field systems around the country. Recently, crumb rubber has made national headlines and is speculated to contain harmful chemicals that may cause adverse environmental and public health impacts. Currently, a multi-agency federal research action plan is in place to study recycled tire crumb used on playing fields and playgrounds. The study will investigate key environmental health questions related to crumb rubber. Until this study is completed and more conclusive data is presented, staff recommend that crumb rubber not be included in the design specifications for this project.

In lieu of crumb rubber, coated SBR was specified as an infill material in the contract documents as part of the base bid. Coated SBR is crumb rubber granules that are completely encapsulated in an acrylic coating. Coated SBR provides additional aesthetic appeal, reduces dust by-products during the manufacturing process, has an 8 to 10-year lifespan and can lower the surface temperature of the field by up to 10 degrees. This product was recently selected by the Lake Washington School District and is being used on the Eastlake High School football field.

Overview of the Project Bid:

To provide flexibility in the final award of the bid, various elements of the project were bid separately as alternatives. The following table includes a description of the bid components, the price provided by the low bidder and the associated Engineer's Estimate.

Bid Proposal Description	Coast to Coast Turf, Inc.	Engineers Estimate
<u>Base Bid</u> Includes site preparation, installation of a new synthetic turf system with coated SBR infill, new fence fabric along the west side of the field and site furnishings.	\$703,621	\$965,853
<u>Alternate 1 - Supplemental Pad</u> Includes the installation of a supplemental pad below the synthetic turf system providing higher shock absorbency. Inclusion of the supplemental pad reduces the turf fiber height and the total amount of infill material required.	\$228,434	\$182,500
A supplemental pad is a "cushioning" layer that can help prevent compaction of the synthetic turf system over time and help reduce the risk of concussions and other injuries.		
<u>Alternate 2 - Nike Grind</u> This alternative calls for Nike Grind infill in place of the coated SBR as specified in the Base Bid.	\$103,516	\$147,000
<u>Alternate 3 - Nike Grind</u> This alternative calls for Nike Grind infill in place of the coated SBR as specified in the Base Bid <u>and</u> the selection of Alternate 1 (supplemental	\$54,240	\$56,000

pad). This price is less than Alternate 2 because less infill material is required when combined with the supplemental pad.

<u>Alternate 4 - Organic Infill</u>	\$52,750	\$175,000
This alternative calls for organic infill in place of the coated SBR as specified in the Base Bid. Synthetic turf systems with organic infill require the installation of a supplemental pad and therefore this option also requires Alternate 1 be selected.		

Organic infill is a mixture of sustainable coconut fiber and cork. All synthetic turf fields with organic infill require regular irrigation and replenishment of the infill material every two years.

<u>Alternate 5 - North Perimeter Fencing</u>	\$6,800	\$7,590
Remove and replace specific damaged sections of chain link fencing along the north perimeter of the field.		

<u>Alternate 6 - East Perimeter Fencing</u>	\$8,300	\$9,510
Remove and replace specific damaged sections of chain link fencing along the east perimeter of the field.		

TOTAL AMOUNT	\$1,157,661	\$1,543,453
---------------------	-------------	-------------

Upon further review, the staff and the consultant team recommend awarding the following components:

Staff Recommendation	Construction Bid
Lump Sum Base Bid	\$703,621
Alternate #1: Supplemental Pad	\$228,434
Alternate #5: North Fence	\$6,800
Alternate #6: East Fence	\$8,300
WSST (9.5%)	\$89,979.73
Total Construction Costs	\$1,037,134.73

Awarding the Base Bid plus Alternates 1, 5 and 6 results in a final bid award of \$1,037,134.73, which is inclusive of Washington State Sales Tax.

Background:

In 2006, in partnership with the Lake Washington School District (LWSD), the City converted an existing, underutilized 3-acre grass practice field on the Eastlake High School (EHS) campus into two multi-use sports fields. These fields, also known as EHS Fields 1 and 2, accommodate baseball, softball, lacrosse, football and soccer for adult and youth sports leagues as well as for students at EHS.

Having been in use for nearly 10-years, the turf is showing signs of breakdown that can no longer be repaired. Additionally, the City completes an annual compaction test (commonly referred to as g-max testing) which measures the shock attenuation performance of the field surface. To date, these tests have indicated that the turf is performing within acceptable levels, but as the turf profile continues to wear down it is unlikely the fields will pass the compaction tests, resulting in unsafe playing conditions.

Project Timeline:

- Design and Permitting: Fall/Winter 2015
- Bidding: February 2016
- Construction: June-August 2016
- Ball Field Opening: Late August 2016

It is anticipated the construction work will take approximately 60 days to complete, concluding sometime in mid-August in time for the start of the fall sports season.

Financial Impact:

The 2015-16 Parks CIP Budget includes \$1,000,000 for the Eastlake Community Sports Field Turf Replacement Project and \$165,000 for parks capital project contingencies. The total project costs and funding resources are summarized in the table below.

Project Cost:	
Total Construction Costs	\$1,037,134.73
Construction Contingency	\$ 50,000.00
Design Contract	\$ 49,500.00
Total Estimated Project Cost	\$1,136,634.73
Project Funding:	
Project Budget (Parks CIP)	\$1,000,000.00
Contingency Funds (Parks CIP)	\$ 136,634.73
Total Project Funding	\$1,136,634.73

There is sufficient funding available in the Parks CIP to support this project.

Recommended Motion:

Move to accept the bid from Coast to Coast Turf, Inc. as the lowest responsive and responsible bid for the Eastlake Community Sports Field Turf Replacement Project and authorize the City Manager to award the Base Bid and Alternate 1 (supplemental pad), Alternate 5 (north chain link fencing) and Alternate 6 (east chain link fencing) and execute a contract with Coast to Coast Turf, Inc. in the amount of \$947,155.00 + WSST and to administer a \$50,000 construction contingency.



LARGE PUBLIC WORKS CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of March, 2016 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Coast to Coast Turf, Inc., hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Sammamish Eastlake Community Field Turf Replacement; and

WHEREAS, pursuant to the invitation of the City, the Contractor did file with the City a Bid Proposal containing an offer; and

WHEREAS, the City has determined that the Contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties covenant and agree as follows:

- 1) The Contractor shall within the time stipulated, (to-wit: within 60 days from date of commencement hereof as required by the Contract, of which this Agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility, and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project (identified as No. _____) for improvement by construction and installation of: erosion control and SWPPP measures, removal and disposal of existing turf, grading, modifications to existing anchoring system, site furnishings, chain link fencing, irrigation and synthetic turf installation and other work, all in accordance with the attached Contract Plans, Special Provisions, and the most current edition of the Washington State Department of Transportation Standard Specifications.

All the foregoing shall be timely performed, furnished, constructed, installed, and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances, and regulations of the City of Sammamish and any other governmental authority having jurisdiction thereover. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment, and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications, and all requirements of or arising under the Contract.

- 2) The aforesaid Contract, entered into by the acceptance of the Contractor's Bid Proposal and signing of this Agreement, consists of the following documents, all of which are component parts of the Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.
 - a) This Agreement



- b) Instruction to Bidders
 - c) Bid Proposal
 - d) Subcontractor List
 - e) Special Provisions, if any
 - f) Addenda, if any
 - g) and all modifications or changes issued pursuant to the Contract Documents.
- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if he or any of his subcontractors violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract. Unless within ten (10) days after the serving of such notice the violation or non-compliance ceases and satisfactory arrangement for the correction thereof is made, this Contract will, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety will have the right to take over and perform the Contract; but if the surety within thirty (30) days after the serving upon it of the notice of termination does not perform the Contract or does not commence performance within fifteen (15) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by any method it deems advisable, for the account and at the expense of the Contractor, and his surety is liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing the Contract such materials, machinery, appliances, equipment, plants, and other properties belonging to the Contractor as may be on site of the Project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives, and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, and liability of every type and nature, including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract, including loss of life, personal injury, and/or damage to property arising from or out of any occurrence, omission, or activity in any way relating to this Contract. This hold harmless and indemnification provision applies in the event any claim is made for infringement of any patented or unpatented invention, process, article, or appliance manufactured or to be used in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

If the City is made a party to any litigation commenced by or against Contractor, then Contractor must hold the City harmless and pay all costs, expenses, and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses, and reasonable attorney's fees that the City incurs in the enforcement of any of the covenants, provisions, and agreements hereunder.

Exhibit 1



- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of the party. Any such notice shall be given by personal delivery thereof or by depositing it in the United States mail, postage prepaid, certified or registered mail.
- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 90 days from the date of commencement. For each and every working day of delay after the established day of completion, the City will be damaged by a sum calculated and imposed in compliance with WSDOT Standard Specifications (most current edition), Section 1-08.9, Liquidated Damages (and not as a penalty, which the Contractor must pay to the City).
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract relieves the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor must remedy any defects in the work and pay for any damage to other work resulting therefrom and occurring within one (1) year from the date of final acceptance unless a longer period is specified. The City will give notice of observed defects with reasonable promptness after discovery thereof, and Contractor is obligated to take immediate steps to correct and remedy any such defect, fault, or breach at the sole cost and expense of Contractor. Additionally, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of Project acceptance.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and miscellaneous data pertaining to the Contract as the City requests from time to time.
- 10) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.
- 11) The total amount of this contract is the sum of \$1,037,134.73
numbers
one million, thirty-seven thousand, one hundred thirty-four dollars and seventy-three cents
written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

Exhibit 1



APPROVED AND AGREED TO BY:

CITY OF SAMMAMISH, WASHINGTON

CONTRACTOR, WASHINGTON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form:

City Clerk

City Attorney

Attention:

If Contractor is a Corporation, the name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a Partnership, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an individual proprietorship, the name of the owner should appear followed by d/b/a and name of the company.



801 228th Ave SE
 Sammamish, WA 98075
www.sammamish.us

BID OPENING
 Parks and Recreation Department

Eastlake Community Field Turf Replacement

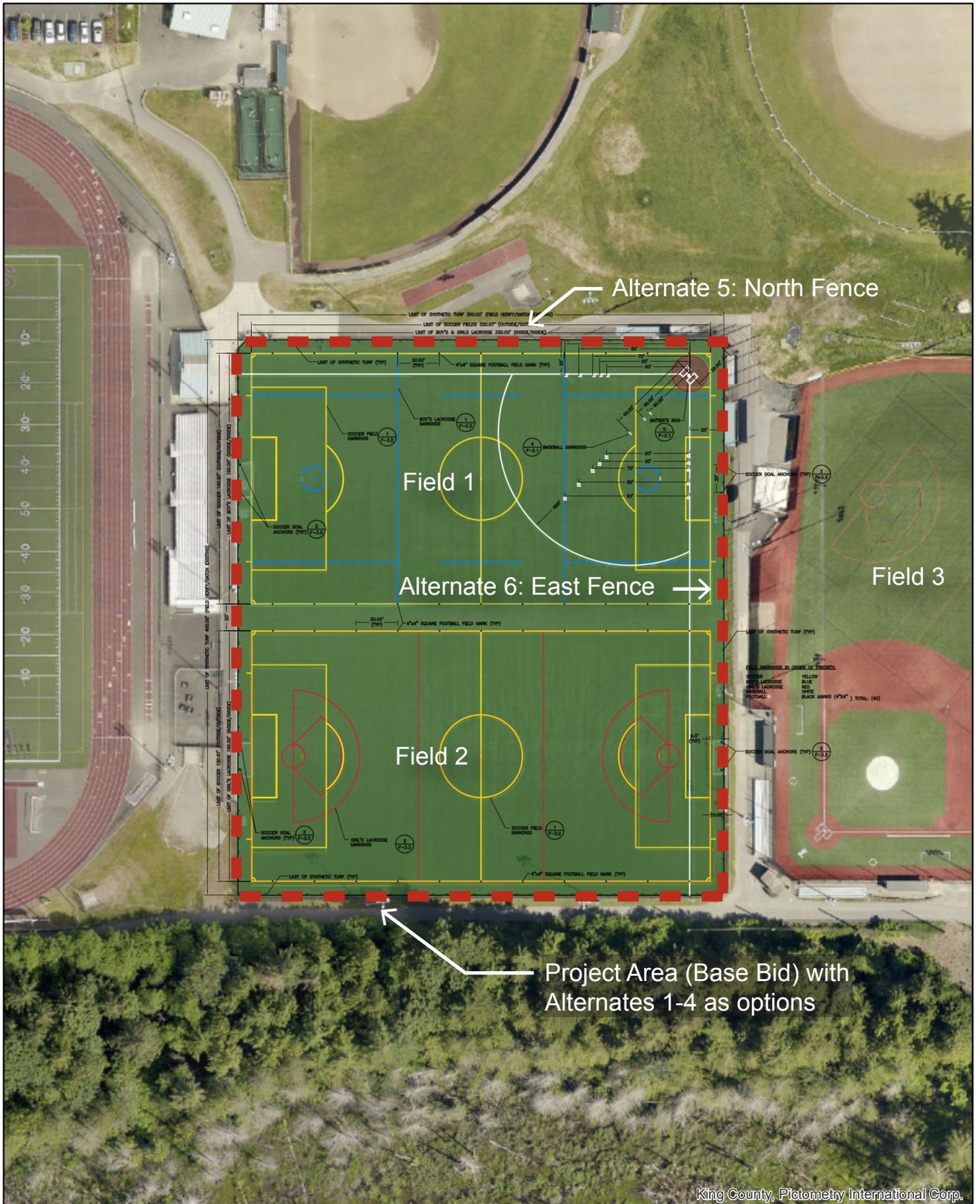
February 23, 2016
 3:00 pm

Exhibit 2

BIDDER	SIGNED PROPOSAL	ADDENDUM ACKNOWLEDGED	STATEMENT OF BIDDERS QUALIFICATIONS	BID BOND	RESPONSIBLE BIDDER CRITERIA	NON-COLLUSION AFFIDAVIT	LUMP SUM BASE BID	ADDITIVE ALTERNATE BID 1	ADDITIVE ALTERNATE BID 2	ADDITIVE ALTERNATE BID 3	ADDITIVE ALTERNATE BID 4	ADDITIVE ALTERNATE BID 5	ADDITIVE ALTERNATE BID 6	TOTAL
Ohno Construction Company	X	X	X	X	X	X	\$983,000	\$251,000	-\$28,000	-\$101,000	\$62,000	\$6,000	\$9,000	\$1,182,000.00
Hellas Construction, Inc.	X	X	X	X	X	X	\$832,300	\$320,000	\$214,800	\$143,200	\$431,700	\$7,300	\$7,900	\$1,957,200.00
Fieldturf USA, Inc.	X	X	X	X	X	X	\$612,068	\$181,659	NO BID	NO BID	\$13,993	\$6,536	\$7,044	\$821,300.00
A-1 Landscaping and Construction	X	X	X	X	X	X	\$1,141,546	\$350,000	\$300,000	\$245,000	\$75,000	\$8,000	\$9,000	\$2,128,546.00
Coast to Coast Turf, Inc.*	X	X	X	X	X	X	\$703,621	\$228,434	\$103,516	\$54,240	\$52,750	\$6,800	\$8,300	\$1,157,661.00
Sprinturf, LLC	X	X	X	X	X	X	\$676,900	\$254,850	\$320,000	\$295,000	\$32,600	\$6,850	\$9,400	\$1,595,600.00
Shaw Contract Flooring Services, Inc. dba Spectra Contract Flooring	X	X	X	X	X	X	\$829,758	\$271,726	\$249,957	\$180,929	\$48,432	\$6,691	\$9,911	\$1,597,404.00

Engineer's Estimate: \$965,853 (Lump Sum Base Bid)

A contract will be awarded, if at all, based on the lowest responsible bidder for the **Total Bid Price** for all schedules. Bid alternate items may or may not be awarded. Award date anticipated **April 5, 2016**



Eastlake Community Field Turf Replacement

