



City Council, Regular Meeting

AGENDA **Revised**

6:30 pm – 10:00 pm

October 4, 2016

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Introduction of New Police Chief
- **Resolution:** (Supporting/Opposing) Sound Transit (A Regional Transit Authority):

Proposition No. 1 concerning Light-Rail, Commuter-Rail, and Bus Service Expansion

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and additional 0.8% motor-vehicle excise tax; and use existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with continuing independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:

Approved []

Rejected []

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.

Public Comment

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

Consent Calendar

- Payroll for period ending September 15, 2016 for pay date September 20, 2016 in the amount of \$ 347,772.16
- 1. **Approval:** Claims For Period Ending October 4, 2016 In The Amount Of \$427,287.73 For Check No. 45494 Through 45579
- 2. **Resolution:** Accepting The “2015 Pavement Repair” Project As Complete.
- 3. **Interlocal Agreements:** School Resource Officers/Lake Washington School District & Issaquah School District
- 4. **Approval:** Minutes from the September 20, 2016 Special meeting.

Public Hearings - None

Unfinished Business

- 5. **Update:** SE 4th Street Improvement Project
- 6. **Discussion:** Policy for Private Property Storm and Surface Water Management Responsibilities

New Business

- 7. **Ordinance:** First Reading Granting Puget Sound Energy, Inc., A Franchise To Construct, Extend, Maintain, And Operate Facilities In The Public Rights-Of-Way In The Franchise Area To Transmit, Distribute, And Sell Gas And Energy For Power, Heat And Light, And Any Other Purposes For Which Gas And Energy May Be Used; Providing For Severability; And Establishing An Effective Date

Council Reports/ Council Committee Reports

City Manager Report

- Update: Dangerous Tree Removal at Pine Lake Park

Executive Session – If necessary

Adjournment

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AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Oct 2016				
Tues 10/11	10/05	5:30 pm	Special Joint w/ SPWSD Meeting	Presentations & Discussion: 2017-18 Biennial Budget Council Commission Appointment Process
Tues 10/18	10/12	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Public Works Standards <u>Consent Agenda:</u> Approval: 2017-2018 Human Service Grants Resolution: Accepting the EHS Turf Replacement Project as Complete/Coast to Coast Resolution: Final Plat Approval of the Penny Lane North Subdivision – FSUB 2016-00215 Facility Rental Fee Policy Revisions
Nov 2016				
Tues 11/1	10/26	6:30 pm	Regular Meeting	Public Hearing/First Reading: Ordinance 2017 Property Tax Levy Public Hearing/First Reading: Ordinance 2017-18 Biennial Budget Public Hearing : Ordinance First Reading Adopting Storm and Surface Water Management Comp Plan Second Reading Adopting Public Works Standards Presentation PC Handoff: Surface Water Design Manual Presentation PC Handoff: Low Impact Design Code Update <u>Consent Agenda:</u> Resolution: 2017 Salary Schedule Resolution: 2017 Master Fee Schedule
Tues 11/8	11/02	6:30 pm	Study Session	Discussion: Comp Plan Amendments – Housing Element Discussion: 2017-18 Comprehensive Plan Amendment Docket Discussion: Surface Water Design Manual Discussion: Low Impact Design Code Update

Tues 11/15	11/09	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading Comp Plan Amendments – Housing Elements</p> <p>Public Hearing/Resolution: Comprehensive Plan Amendments – 2017 Docket</p> <p>Public Hearing/Ordinance: First Reading of School Impact Fee Updates</p> <p>Public Hearing: Ordinance First Reading Surface Water Design Manual</p> <p>Public Hearing: Ordinance First Reading Low Impact Design Code Update</p> <p>Second Reading Ordinance 2017 Property Tax Levy</p> <p>Second Reading: Ordinance 2017-18 Biennial Budget</p> <p>Ordinance: Second Reading Adopting Storm and Surface Water Management Comp Plan</p> <p><u>Consent Agenda:</u> Contract: 2017 Water Quality Monitoring Ebright Creek/TBD Contract: Non-Motorized Plan Consultant/TBD</p>
Dec 2016				
Mon 12/5		5:30 - 8:00 pm	Volunteer Recognition Dinner	
Tues 12/6	11/30	6:30 pm	Regular Meeting	<p>Ordinance: Second Reading Comp Plan Amendments – Housing Elements</p> <p>Second Reading Adopting Surface Water Design Manual</p> <p>Second Reading Adopting Low Impact Design Code Update</p> <p>Second Reading: Ordinance 2017-18 Biennial Budget (if needed)</p> <p><u>Consent Agenda:</u> Resolution: Final Acceptance 2016 Asphalt Overlay Program Resolution: Final Acceptance Intelligent Transportation System Phase 1 Project Ordinance: Second Reading of School Impact Fee Updates</p>
Tues 12/13	12/7	5:00 pm	Joint Meeting/w Planning Commission	<p>Discussion: Urban Forestry Management Plan Scope of Work</p> <p>Discussion: Parks, Recreation and Open Space (PRO) Plan Update Scope of Work</p> <p>Discussion: YMCA Property</p> <p>Parks, Public Works & Facilities Maintenance Contracts</p> <p>Parks & Public Works Engineering Support Services Contracts</p> <p>Appointment/Contract: Hearing Examiner Services</p> <p>Contract: Code and Comp Plan Updates/Code Publishing</p>
Tues 12/20	12/14	6:30 pm	Regular Meeting	

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

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

September

October 2016

November

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

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October

November 2016

December

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 12 p.m. Cheryll Leo-Gwin Exhibit 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	2 6:30 p.m. Parks and Recreation Commission Meeting	3 9 a.m. Finance Committee Meeting 6:30 p.m. Planning Commission Meeting	4 9:30 a.m. Transportation Committee Meeting	5
6	7	8 6:30 p.m. City Council Study Session	9	10 6 p.m. Artist's Opening Reception	11	12
13	14	15 6:30 p.m. City Council Meeting	16 9:30 a.m. Transportation Committee Meeting	17 10 a.m. Blood Drive 6:30 p.m. Planning Commission Meeting	18	19 11:45 a.m. Gen-Fusion Workshop
20	21	22	23	24	25	26
27	28 6:30 p.m. Arts Commission Meeting	29	30			

Presentation:

Introduction and welcoming of the new Sammamish Police Chief Michelle Bennett





Meeting Date: October 4, 2016

Date Submitted: 9/23/2016

Originating Department: City Manager

Clearances:

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

Subject: Resolution (supporting/opposing) Sound Transit (A Regional Transit Authority) Proposition No. 1: Light-Rail, Commuter-Rail and Bus Service Expansion (ST3)

Action Required: Take Public Testimony, affording both proponents and opponents approximately equal speaking time. After public testimony, consider either supporting or opposing the proposition or take no action.

Exhibits:

1. Resolution in Support of ST3
2. Resolution Opposing ST3
3. ST3 Resolution R2016-17
4. Voter's Pamphlet Extract

Budget: Not Applicable

Summary Statement: RCW 42.17A.555 – Use of public office or agency facilities in campaigns – Prohibition – Exceptions:

- (1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council or commission...to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as,
 - (a) any required notice of the meeting includes the title and number of the ballot proposition, and
 - (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view.

Background: Council has directed staff to add two resolutions (one expressing support and one expressing opposition) to Sound Transit Proposition No.1. In order to meet the requirements of RCW 42.17A.555, representatives of the pro and con campaigns have been invited to each make a 10-minute presentation. Presentations will be followed by additional time for public comment. Once pro and con presentations and public comment are complete, Council may take action on one of the attached resolutions.

Financial Impact: N/A

Recommended Motion: Council has the option of taking the following action:

1. Approve Resolution supporting Sound Transit (A Regional Transit Authority) Proposition No. 1: Light-Rail, Commuter-Rail and Bus Service Expansion
2. Approve Resolution opposing Sound Transit (A Regional Transit Authority) Proposition No. 1: Light-Rail, Commuter-Rail and Bus Service Expansion
3. Do not adopt either Resolution

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

A RESOLUTION Supporting Sound Transit (A Regional Transit Authority) Proposition No. 1 concerning Light-Rail, Commuter-Rail, and Bus Service Expansion.

WHEREAS, Sound Transit (A Regional Transit Authority) Proposition No. 1 has been certified for the November 8, 2016 election ballot with the following official Ballot Title:

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and additional 0.8% motor-vehicle excise tax; and use existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with continuing independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:

Approved []
Rejected []

WHEREAS, our region adds 230 people every day, and transportation solutions are needed to address this rapid growth; and

WHEREAS, one light rail line can carry 16,000 people per hour, while a general-purpose freeway lane moves just 2,000 cars per hour; and

WHEREAS, Sound Transit Proposition 1 helps working families, students, seniors, and people with disabilities get to jobs, school and healthcare; and

WHEREAS, Sound Transit Proposition 1 proposes to expand public transit throughout the region in the following manners:

- Adding 37 new light rail stations connecting employment, growth, and population centers, with trains serving Everett via the industrial center near Paine Field, Ballard, South Lake Union, Seattle Center, West Seattle, South Kirkland, Bellevue, Issaquah, Federal Way, Fife, Tacoma, and Tacoma Community College.

Exhibit 1

- Adding longer trains to commuter rail service; new Tillicum (Joint Base Lewis-McChord) and DuPont stations; and more bus, pedestrian, bicycle, and parking facilities at stations.
- Bus rapid transit runs every 15 minutes all day (every 10 minutes during peak commute hours), with new freeway stations along I-405/SR 518 (Lynwood—Bellevue—Burien) and SR 522/NE 145th (UW-Bothell—Kenmore—Lake Forest Park—Shoreline light-rail station).
- Early investments improve bus service (1) on certain Rapid-Ride routes in Seattle; (2) along Pacific Avenue/SR 7 to the Tacoma Dome; (3) on routes serving Sumner and Lakewood stations; and (4) by operating on freeway shoulders where permitted.

WHEREAS, having complied with the requirements of RCW 42.17A.555 regarding notice and an equal opportunity for testimony in support of and in opposition to Sound Transit Proposition 1;

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

Section 1. The City Council of the City of Sammamish declares its support of Sound Transit Proposition 1 and urges voters to vote “yes” on Sound Transit Proposition 1.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF SEPTEMBER 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: September 19, 2016

Passed by the City Council:

Resolution No.: R2016-____

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

**A RESOLUTION Opposing Sound Transit (A Regional
Transit Authority) Proposition No. 1 concerning Light-Rail,
Commuter-Rail, and Bus Service Expansion.**

WHEREAS, Sound Transit (A Regional Transit Authority) Proposition No. 1 has been certified for the November 8, 2016 election ballot with the following official Ballot Title:

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and additional 0.8% motor-vehicle excise tax; and use existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with continuing independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:

Approved []
Rejected []

WHEREAS, Sound Transit Proposition 1 proposes to expend approximately \$54 billion to expand public transit throughout the region; and

WHEREAS, despite the expenditure of approximately \$54 billion, Sound Transit Proposition 1 increases transit share only 1% and does not reduce traffic congestion; and

WHEREAS, funding for Sound Transit Proposition 1 comes from several sources, including existing taxes, fares, and grants; a 0.5% sales/use tax increase; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and a 0.8% motor-vehicle excise tax increase; and

WHEREAS, under Sound Transit Proposition 1, property taxes will be diverted away from schools to fund Sound Transit, rather than other needs like education, homelessness, public safety, and parks; and

WHEREAS, having complied with the requirements of RCW 42.17A.555 regarding notice and an equal opportunity for testimony in support of and in opposition to Sound Transit Proposition 1; now, therefore;

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

Section 1. The City Council of the City of Sammamish declares its opposition to Sound Transit Proposition 1 and urges voters to vote “no” on Sound Transit Proposition 1.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF SEPTEMBER 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: September 19, 2016

Passed by the City Council:

Resolution No.: R2016-____

**RESOLUTION NO. R2016-17**

A RESOLUTION of the Board of the Central Puget Sound Regional Transit Authority calling an election to approve certain local taxes to implement Sound Transit 3: The Regional Transit System Plan for Central Puget Sound; describing the proposed high-capacity transportation system improvements; setting forth the ballot title and confirming and fixing the Authority's boundaries for said election.

WHEREAS, the Central Puget Sound Regional Transit Authority (Sound Transit) is the duly-organized regional transit authority for Pierce, King, and Snohomish counties pursuant to Chapters 81.104 and 81.112 RCW, and is authorized to plan, construct, and permanently operate a regional high-capacity system of transportation infrastructure and services; and

WHEREAS, in general elections held on November 5, 1996 and November 4, 2008, voters approved local funding to implement plans for a regional high-capacity transportation (HCT) system serving the central Puget Sound region. The 1996 system plan is commonly known as *Sound Move*, and the 2008 system plan is commonly known as Sound Transit 2 (or ST2); and

WHEREAS, the local funding approved to implement the *Sound Move* and ST2 regional transportation plans has been used to plan, build, and operate Link light rail, Tacoma Link light rail, Sounder commuter rail, ST Express buses, and high occupancy vehicle (HOV) access lanes in King, Pierce, and Snohomish counties; and

WHEREAS, as a result of *Sound Move* and ST2, Link light rail now serves 15 stations (from University of Washington/Husky Stadium to SeaTac Airport), with a new station scheduled to open at South 200th Street (Angle Lake Station) in Fall 2016.

The Tacoma Link light rail line connects 6 stations from the Tacoma Dome to downtown Tacoma.

Sounder commuter rail runs 28 trains each weekday, with a south line serving Lakewood, South Tacoma, Tacoma, Puyallup, Sumner, Auburn, Kent, Tukwila, and Seattle; and a north line serving Everett, Mukilteo, Edmonds, and Seattle.

ST Express operates 28 regional bus routes serving 27 cities, including Everett, Lynnwood, Bothell, Mountlake Terrace, Lake Forest Park, Kenmore, Woodinville, Seattle, Kirkland, Redmond, Sammamish, Bellevue, Issaquah, Mercer Island, Renton, SeaTac, Burien, Kent, Des Moines, Auburn, Federal Way, Sumner, Puyallup, Bonney Lake, Tacoma, Lakewood, and DuPont.

Sound Move and ST2 also funded two-way HOV lanes between Seattle and Bellevue on Interstate 90; HOV direct access ramps between HOV lanes and transit facilities in Lynnwood, Federal Way, Totem Lake, Bellevue, Eastgate, and Mercer Island; transit centers in 28 cities, including Auburn, Bellevue, Bothell, Burien, Des Moines, DuPont, Edmonds, Everett, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lakewood, Lynnwood, Mercer Island, Mountlake Terrace, Mukilteo, Newcastle, Puyallup, Redmond, Sammamish, SeaTac, Seattle, Shoreline, Sumner, Tacoma, and Tukwila; freeway bus stations in Bothell, Mountlake Terrace, Totem Lake, and Eastgate; and other transit-supportive services and facilities; and

WHEREAS, although *Sound Move* and ST2 address current and future regional mobility needs by implementing effective transportation alternatives, local planning agencies predict

continued significant population and employment growth for the central Puget Sound region in the next several decades; and

WHEREAS, after conducting a comprehensive outreach effort to obtain input from the region's residents about their transportation needs, the Sound Transit Board passed Resolution No. R2016-16 (June 23, 2016) adopting Sound Transit 3: The Regional Transit System Plan for Central Puget Sound (Sound Transit 3 Plan or Plan). The Plan responds to the region's predicted growth by offering expanded transportation projects and services to be implemented over an estimated 25-year time frame, along with revised financial and other policies to guide Plan implementation; and

WHEREAS, the Puget Sound Regional Council will review the Sound Transit 3 Plan for conformity with regional transportation and development plans, including Vision 2040 and Transportation 2040, and an independent Expert Review Panel has provided and will continue to provide comments on the plan consistent with RCW 81.104.110; and

WHEREAS, funding the Sound Transit 3 Plan will provide the improved light rail, commuter rail, bus rapid transit, and express bus services necessary for the continued mobility of the residents of Pierce, King, and Snohomish counties, and for the maintenance of both the environment and the economy.

NOW THEREFORE BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority as follows:

Section 1. The Board hereby finds and declares that the best interests and welfare of the residents within the Sound Transit district require Sound Transit to implement the Sound Transit 3 Plan as described in the document entitled "Sound Transit 3: The Regional Transit System Plan for Central Puget Sound" adopted by Resolution No. R2016-16, and as described below. Pursuant to the Plan, Sound Transit will continue to develop regional HCT corridors and services by expanding Link light rail, Sounder commuter rail, and bus rapid transit, and by continuing interim ST Express bus service to connect the region's population, employment, and growth centers, as generally described in the Plan and as follows:

- a) Light Rail. Sound Transit will plan, develop, and provide for the operation of an expanded regional light rail system, including new rail lines and extensions to existing rail lines. This expansion will necessitate the acquisition or construction of rail lines and rolling stock, rail stations, system access improvements, and other appurtenant facilities, as well as the acquisition of necessary rights-of-way and real property interests.
- b) Sounder Commuter Rail. Sound Transit will plan, develop, and provide for the operation of an expanded regional commuter rail system. This expanded service is deemed a reasonable alternative transit mode, and will require the acquisition or construction of rail lines and rolling stock, rail stations, system access improvements, and other appurtenant facilities, as well as the acquisition of necessary rights-of-way and real property interests.
- c) ST Express Bus Service. Sound Transit will plan, develop, and provide for the continued operation of a coordinated and efficient interim regional express bus system. To implement this system, Sound Transit will acquire or construct rolling stock, transit capital infrastructure, system access improvements, and other appurtenant facilities, and will acquire necessary rights-of-way and real property interests.

d) Bus Rapid Transit (BRT). Sound Transit will plan, develop, and provide for the operation of a coordinated and efficient BRT system. To implement this system, Sound Transit will acquire or construct rolling stock, transit centers, parking facilities, system access improvements, and other appurtenant facilities, and will acquire necessary rights-of-way and real property interests.

The Sound Transit 3 Plan also provides funding to support the development of affordable housing opportunities, as well as a strategy to implement regional equitable transit-oriented development (TOD) for diverse, vibrant, mixed-use and mixed-income communities consistent with TOD plans developed with community input. In addition, the Plan will fund HCT planning and other studies to identify potential candidates for future HCT investments and other expansion options.

Sound Transit will determine the exact extent, specifications, and procurement methods for all such expansion and improvements. The cost of all necessary property acquisition and any associated relocation; construction, architectural, design, engineering, permitting, legal, planning, and other related consulting services; inspection and testing; administrative expenses; taxes and fees, including the sales and use tax offset fee; equipment, operations and maintenance, and capital replacement; debt service; and other costs incurred in connection with the implementation of the Sound Transit 3 Plan improvements is hereby deemed a part of the costs of such improvements.

The Board will determine the application of available monies as between the various projects set forth above, consistent with the financial policies adopted as part of the Sound Transit 3 Plan. The Board will provide legislative direction as may be necessary to respond to changed conditions and circumstances so as to accomplish, as nearly as may be, all improvements described or provided for in this section and in the Sound Transit 3 Plan.

In accordance with the Sound Transit 3 Plan, Sound Transit may from time to time issue bonds, receive loans, incur other financial obligations, including, without limitation, either tax-backed or non-tax-backed financial and other arrangements with public or private entities, to fund and carry out the Plan, and subject to such terms and conditions as are determined by the Board consistent with Chapter 81.112 RCW. The Board may use the proceeds of the voter-approved taxes as described herein to pay principal and interest on said bonds, loans, or obligations for which Sound Transit voter-approved taxes are pledged.

The Board finds and declares that the approximate estimated cost of the Sound Transit 3 Plan during the estimated twenty-five-year implementation period, including costs incident thereto, is, as near as may be estimated, the sum of \$53.8 billion (year-of-expenditure dollars) (including capital, operating, and maintenance costs, as well as accounting for inflation).

Section 2. In the event the funds legally available to implement the Sound Transit 3 Plan, including, without limitation, local taxes, fares, other revenue, bonds, loans, federal grants, and other contributions from any source, exceed the amount required to fully implement the Plan (including unfunded provisional projects identified in the Plan), Sound Transit will use such excess funds as the Board may determine to be in the best interests of the region. Such uses may include, but would not be limited to, the application of funds to existing or new fund accounts; *Sound Move* or ST2 plan improvements; right-of-way preservation; expanded transit services and associated capital and operating and maintenance costs; capital replacement costs; reserve fund accounts for future operating and capital costs; reducing debt service costs, or reducing the total level of bonded or other indebtedness, or reducing tax levies; and/or authorizing new improvements affordable within the financial plan, as the Board deems appropriate, consistent with Resolution No. R2016-16.

In the event that funds legally available to implement the Sound Transit 3 Plan, including, without limitation, local taxes, other revenue, fares, bond proceeds, loan proceeds, federal grants, and other contributions from any source, are determined by the Board to be sufficient to implement the Plan, Sound Transit will acquire, construct, equip, operate, maintain, replace, or make such improvements to existing or new facilities and equipment to implement and achieve the objectives of the Plan, all as the Board finds necessary. Such improvements may include ST2 and *Sound Move* improvements.

In the event the Sound Transit 3 Plan improvements, or some portion thereof, are for any reason determined to be unaffordable due to increased cost or insufficiency of legally available funds, or are deemed impracticable or infeasible due to changed or unforeseen conditions or *force majeure* occurrence or event, or otherwise impracticable or infeasible for any other reason, Sound Transit will use the available funds to pay for the cost of those improvements, or portions thereof, contained in the Plan, or in ST2 or *Sound Move*, that the Board deems, in its discretion, to be most necessary and in the best interests of Sound Transit after consideration of the Plan and the financial policies adopted as part of the Plan. The Board may amend the Plan accordingly to reflect such adjustments to the Plan as the Board, in its discretion, deems appropriate under the circumstances, and as permitted by law or as provided by this Resolution. In addition, or alternatively, the Board may, in its discretion, implement the steps authorized in the "Adjustments to Subarea Projects and Services" section of the Financial Policies adopted in Resolution No. R2016-16 (Appendix B), and use the resulting available funds (1) to pay for such portions of the capital and/or service improvements identified in the Sound Transit 3 Plan, or in ST2 or in *Sound Move*, or such other capital and/or service improvements, that are affordable, practical, and feasible, and that the Board in its discretion determines best achieve the stated goals of the Plan; and/or (2) to pay principal or interest on bonds, loans, or other obligations; all as the Board in its discretion determines to be most necessary and in the best interests of Sound Transit after consideration of the Plan and the financial policies adopted as part of the Plan, or otherwise appropriate or necessary in accordance with law and Board policies.

Section 3. Voter approval of this Resolution and the Sound Transit 3 Plan incorporated herein by reference authorizes the imposition, levy, and collection of taxes to fund the planning, design, construction, and ongoing operations and maintenance of the transportation projects and services that are part of the Sound Transit 3 Plan, ST2, or *Sound Move*. The construction of any future capital phase improvements program not authorized in the Sound Transit 3 Plan, ST2, or *Sound Move*, or in this resolution, will require additional voter approval.

Section 4. For the sole purpose of providing funds for the planning, development, construction and permanent operation and maintenance of an HCT system as provided in Chapters 81.104 and 81.112 RCW, and as described in the Sound Transit 3 Plan adopted in Resolution No. R2016-16 (and fully incorporated herein by reference), and as described in Resolution No. 73 (May 31, 1996) and in Resolution No. R2008-10 (July 24, 2008), and if approved by the voters, Sound Transit will do the following:

(1) after first allocating sufficient funds to pay the ongoing monetary obligations incurred to implement *Sound Move* and ST2 as such obligations come due, Sound Transit will use revenue generated by the taxes approved by voters to fund *Sound Move* and ST2 to pay a portion of the cost to implement the Sound Transit 3 Plan. These voter-approved taxes include the existing nine-tenths of one percent (0.9%) sales and use tax and the existing three-tenths of one percent (0.3%) motor-vehicle excise tax (which motor-vehicle excise tax will not be imposed after 2028). The tax revenue estimated to be available from these existing voter-approved taxes to fund the Sound Transit 3 Plan is \$8.488 billion (year-of-expenditure dollars); and

(2) in addition to the existing taxes described in subsection 4(1) above, Sound Transit will fix, levy, or impose, and collect the following:

(a) as provided in RCW 81.104.170, an additional sales and use tax of up to five-tenths of one percent (0.5%);

(b) as provided in RCW 81.104.175, a property tax of twenty-five cents (\$0.25) or less per \$1,000 of assessed valuation commencing in 2017, and thereafter in annual amounts that include the statutorily permitted annual increases to the aggregate amount of the property tax collected as required to comply with Chapter 84.55 RCW. But in no case will the rate applied to determine the levy amount exceed twenty-five cents (\$0.25) per \$1,000 of assessed valuation of the property; and

(c) as provided in RCW 81.104.160, an additional motor-vehicle excise tax of up to eight-tenths of one percent (0.8%).

One or more of the taxes described in this Section 4 will be levied and imposed for the period of time required to pay the cost to plan, design, construct, and permanently operate, maintain, and replace the transit improvements, facilities, and services comprising the Sound Transit HCT system described in the Sound Transit 3 Plan adopted in Resolution No. R2016-16, and in Resolution No. 73, and in Resolution No. R2008-10, including the period of time required to repay bonds or other financial obligations. After completing the capital projects in the *Sound Move*, ST2, and the Sound Transit 3 Plan, the sales and use tax and/or the property tax and/or the motor-vehicle excise tax will collectively or individually be either terminated or reduced to the level required to operate, maintain, and/or replace the improvements, transit facilities, and services. The Sound Transit Board will determine, in its discretion, whether the sales and use tax, property tax, or motor-vehicle excise tax, or some combination thereof, should be terminated or reduced, and the amount of any reduction.

Sound Transit may levy or impose and collect these existing and additional taxes for the purposes described herein if the voters within Sound Transit's district approve such taxes at the election called by this Resolution No. R2016-17 pursuant to RCW 81.112.030, subject to Section 7 herein. Notwithstanding any other provision of this resolution, Sound Transit may apply any proceeds from any sales and use taxes, property taxes, and/or motor-vehicle excise taxes imposed by Sound Transit to the repayment of bonds issued to finance the Sound Transit 3 Plan, or ST2 or *Sound Move*, in accordance with covenants made by Sound Transit in connection with the issuance of those bonds.

Section 5. The additional voter-approved taxes will be levied or imposed at such rates and collected as of such dates as may be determined by the Board pursuant to law. Subject to voter approval in accordance with this Resolution No. R2016-17, the Board hereby fixes, levies, and imposes on November 29, 2016, for collection commencing January 1, 2017, the additional five-tenths of one percent (0.5%) sales and use tax, and the additional eight-tenths of one percent (0.8%) motor-vehicle excise tax. The Board intends to fix, levy, or impose the property tax in November 2016 after receiving the assessed property valuation for 2017.

If this Resolution No. R2016-17 is approved by voters, the voter-approved taxes fixed, levied, imposed, and collected by Sound Transit will be as follows: the motor-vehicle excise tax rate will be up to one and one-tenth of one percent (1.1%) until 2028, and up to eight-tenths of one percent (0.8%) thereafter; the property tax will be twenty-five cents (\$0.25) per \$1,000 of assessed valuation commencing in 2017, and thereafter at the rate (not to exceed twenty-five cents (\$0.25)

per \$1,000 of assessed valuation) and at the amount required to comply with Chapter 84.55 RCW; and the sales and use tax rate will be up to one and four-tenths of one percent (1.4%).

Section 6. An exemption from that portion, if any, of the additional five-tenths of one percent (0.5%) sales and use tax fixed, levied, and imposed by this Resolution No. R2016-17 is hereby provided for those sales of lodging for which, but for the exemption, the total sales tax rate imposed on sales of lodging as of the date of the taxable event would exceed the maximum total sales tax rate allowed by RCW 82.14.410. The exemption is limited to that portion of the additional sales tax imposed by this Resolution No. R2016-17 equal to the amount, if any, by which the total sales tax rate imposed on sales of lodging as of the date of the taxable event would otherwise exceed the maximum total sales tax rate authorized by RCW 82.14.410. For purposes of this resolution, "sale of lodging" and "total sales tax rate" are defined as provided in RCW 82.14.410.

Section 7. Notwithstanding the outcome of the election called herein, Sound Transit will continue to levy or impose the existing voter-approved nine-tenths of one percent (0.9%) sales and use tax and the existing three-tenths of one percent (0.3%) motor-vehicle excise tax for the purposes set forth in Resolution Nos. 75 and R2008-11, and as provided in *Sane Transit v. Sound Transit*, 151 Wn.2d 60, 85 P.3d 346 (2004), and *Pierce County v. State*, 159 Wn.2d 16, 148 P.3d 1002 (2006).

Section 8. To ensure that implementation of the Sound Transit 3 Plan occurs within the framework and intent of the financial policies adopted by Resolution No. R2016-16, Sound Transit's financial statements will be subjected to a financial audit each year by an independent auditing firm. In addition, Sound Transit will appoint and maintain an advisory citizen oversight panel to perform annual reviews of Sound Transit's performance and financial plans throughout the construction period. The oversight panel will provide reports and recommendations to the Board.

Section 9. Each of the Sound Transit 3 Plan's HCT projects and services have independent utility and should be completed notwithstanding any inability to complete or implement other Plan projects and services for any reason, including the invalidity of any provision in Resolution No. R2016-16, this Resolution No. R2016-17, or in the Sound Transit 3 Plan. If any provision in either of these resolutions or in the Plan, or their application in any particular circumstance, is held invalid for any reason, the remaining provisions, and the application of such invalid provision to other circumstances, are not affected. Notwithstanding the invalidity of one or more provisions in the resolutions or in the Plan, the remaining provisions in each resolution and in the Plan will remain valid in all respects to fund and implement the continued planning, development, construction and permanent operation and maintenance of each transit project and service identified in the Sound Transit 3 Plan, ST2, and *Sound Move*.

Section 10. The Sound Transit Board finds and declares that this Resolution No. R2016-17 is the proposition to be submitted to the voters to be voted upon at the general election to be held within Sound Transit's boundaries on November 8, 2016. The Board requests that the Pierce County Auditor, the King County Elections Director, and the Snohomish County Auditor assume jurisdiction over and call and conduct such election, and submit this Resolution No. R2016-17 as the Sound Transit proposition to the voters, and use regular polling places or other authorized voting ballot procedures as provided in Chapters 81.104 and 81.112 RCW and other applicable law.

The Board directs the chief executive officer to request these county elections officials to print a complete and accurate copy of this Resolution No. R2016-17 in the local voters' pamphlet, and to coordinate the production and distribution of the voters' pamphlet, pursuant to such

arrangements as the county elections officials deem appropriate and necessary, all as required by RCW 81.104.140(9) and Chapter 29A.32 RCW.

Section 11. The chief executive officer is authorized and directed to certify to the Pierce County Auditor, the King County Elections Director, the Snohomish County Auditor, and such other appropriate officials, within the time required by law, a copy of this Resolution No. R2016-17 as the proposition to be submitted and voted upon at said election.

Section 12. The chief executive officer is further authorized and directed to certify to the Pierce County Auditor, the King County Elections Director, the Snohomish County Auditor, and such other appropriate officials, within the time required by law, a copy of the ballot title for this Resolution No. R2016-17. The ballot title will be in substantially the following form:

Sound Transit (A Regional Transit Authority)
Light-Rail, Commuter-Rail, and Bus Service Expansion
Proposition No. __

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population, employment and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; an additional 0.8% motor-vehicle excise tax; and continue existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:

Approved.....
Rejected.....

Section 13. At least 20 days before the election called herein, Sound Transit will mail a description of the Sound Transit 3 Plan entitled "Mass Transit Guide" to each registered voter in the Sound Transit district.

Section 14. The Sound Transit Board finds and declares that the boundaries provided in Exhibit A-1 to this Resolution No. R2016-17 are hereby fixed as the final election boundaries for the Authority's election to be held on November 8, 2016. The Board directs and authorizes the chief executive officer to deliver these final election boundaries to the Pierce County Auditor, the King County Elections Director, and the Snohomish County Auditor within the time required by law.

Section 15. The Board hereby authorizes the chief executive officer to pay Sound Transit's proportionate share of the costs of the election and to take any other and further actions deemed necessary to implement the policies and determinations of the Board pursuant to this Resolution No. R2016-17.

Section 16. Any action taken consistent with the authority granted by, but before the effective date of this Resolution No. R2016-17, is ratified, approved, and confirmed.

ADOPTED by the Board of the Central Puget Sound Regional Transit Authority by not less than a two-thirds affirmative vote of the entire membership of the Board at a regular meeting thereof held on June 23, 2016.



Dow Constantine
Board Chair

ATTEST:


Kathryn Flores
Board Administrator

RESOLUTION NO. R2016-17
EXHIBIT A-1

NARRATIVE DESCRIPTION REGIONAL TRANSIT AUTHORITY BOUNDARY

The following description provides a listing of the features that were used as the boundary for the Regional Transit Authority as approved by Resolution No. 37 on September 23, 1994, as amended by resolution No. 53 adopted January 13, 1995, as amended by resolution No. 75 adopted August 23, 1996, as amended by resolution No. 10 adopted June 13, 2002 and as amended by resolution No. R2013-10, adopted May 23, 2013. Additionally, the boundary of the Regional Transit Authority has been amended by annexations pursuant to Substitute Senate Bill 6271. The names for the physical features are those contained in the 2001 Thomas Guide. All references to City Limit boundaries and Corporation boundaries are those that were in force as of August 1996, unless otherwise stated. All references to roads and highways refer to the Right of Way of that road or highway which is farthest from the center of the Regional Transit Authority district as described in this text, unless otherwise stated in the text. All references to railroad Right of Ways refer to the Right of Way which is farthest from the center of the Regional Transit Authority district as described in this text, unless otherwise stated in the text. All references to rivers, creeks and other waterways refer to the center or the centerline of the water body, unless otherwise described.

Snohomish County

Beginning at the intersection of the shore of Possession Sound and the Snohomish River proceeding easterly following the Snohomish River to the western boundary of the area annexed to Everett by Everett City Ordinance 942-83,
Continuing northerly, following the western boundary of the area annexed to Everett by Everett City Ordinance 942-83 to the north shore of Smith Island on Possession Sound,
Easterly through Possession Sound to Steamboat Slough,
Easterly along Steamboat Slough to Interstate 5,
Southerly on Interstate 5 to 12th Street NE,
East on 12th Street NE to 51st Avenue NE and the east boundary of Section 16, Township 29N, Range 5E,
South along the east boundary of Section 16, Township 29N, Range 5E to Union Slough,
Southwesterly following Union Slough to the intersection with the Snohomish River,
Generally southerly, following the Snohomish River to the east line of Section 5, Township 28N, Range 5E,
South along the west boundary of Section 4, Township 28N, Range 5E to the E-W centerline of Section 4, Township 28N, Range 5E,
East along the E-W centerline of Section 4, Township 28N, Range 5E to the N-S centerline of said Section and the western boundary of the Marshland Annexation to Everett, as approved by Everett City Ordinance 3227-11,
North, thence southeasterly, thence west, thence southeasterly, thence southwesterly, thence southerly, thence west along the Marshland Annexation to Everett boundary to west line of the SE Quarter of Section 4, Township 28N, R5E,
South along the N-S centerline of Sections 4 and 9, Township 28N, Range 5E to the north boundary of Section 16, Township 28N, Range 5E,

Exhibit 3

West along the north boundary of Section 16, Township 28N, Range 5E to Lowell-Larimer Road,

Southeasterly on Lowell-Larimer Road to the northern boundary of Section 21, Township 28N, Range 5E,

West along the northern boundary of Section 21, Township 28N, Range 5E to the NW corner of the NW Quarter of the NE Quarter of Section 21, Township 28N, Range 5E,

South along the west boundary of the NW Quarter of the NE Quarter of Section 21, Township 28N, Range 5E, to the south boundary of the NW Quarter of the NE Quarter of Section 21, Township 28N, Range 5E

East along the south boundary of the NW Quarter of the NE Quarter of Section 21, Township 28N, Range 5E to Lowell-Larimer Road,

Southeasterly on Lowell-Larimer Road to west boundary of the SE quarter of the NE quarter of Section 21, Township 28N, Range 5E,

South along the west boundary of the SE quarter of the NE quarter of Section 21, Township 28N, Range 5E, and the west boundary of the NE of the SE quarter of Section 21, Township 28N, Range 5E to the north boundary of the south half of the SE quarter of Section 21, Township 28N, Range 5E,

East along the southern boundary of the north half of the SE Quarter, Section 21, Township 28N, Range 5E to 47th Ave SE

Northeasterly along 47th Avenue SE to 112th Street SE,

Easterly along 112th Street SE to 111th Place SE,

Easterly along 111th Place SE to the north boundary of the Waldenwood 5 plat,

Easterly along the north boundary of the Waldenwood 5 plat to Lowell-Larimer Road,

Southeasterly on Lowell-Larimer Road to Marsh Road,

South on Marsh Road to Seattle Hill Road,

Southwesterly on Seattle Hill Road to the northern margin of 132nd Street SE,

East along the northern margin of 132nd Street SE to the centerline of 55th Ave SE,

South along the centerline of 55th Ave SE to the north boundary of Section 34, Township 28N, Range 5E,

East along the north boundary of Section 34, Township 28N, Range 5E to the northwest corner of Section 35, Township 28N, Range 5E,

East along the north boundary of Section 35, Township 28N, Range 5E to the NE corner of the NW Quarter of the NW Quarter of section 35,

South along the east boundary of the NW and SW Quarters of the NW Quarter of Section 35, Township 28N, Range 5E, and the east boundary of the NW Quarter of the SW Quarter of the Section 35, Township 28N, Range 5E to the SE corner of the NW Quarter of the SW Quarter of Section 35, Township 28N, Range 5E,

West to the SW corner of the NW Quarter of the SW Quarter of Section 35, Township 28N, Range 5E,

South along the eastern boundary of the SW Quarter of Section 35, Township 28N, Range 5E and the NW Quarter of Section 2, Township 27N, Range 5E to the northern boundary of the south 1/2 of NW Quarter of the NW Quarter of Section 2, Township 27N, Range 5E,

East along the northern boundary of the south 1/2 of NW Quarter of the NW Quarter of Section 2, Township 27N, Range 5E to the eastern boundary of the west 1/2 of the NW Quarter of Section 2, Township 27N, Range 5E,

South along the eastern boundary of the west 1/2 of the NW and the SW Quarters of Section 2, Township 27N, Range 5E to the northern boundary of the southern 1/2 of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E,

Exhibit 3

West along the northern boundary of the southern 1/2 of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E to the eastern boundary of the west 1/2 of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E,

South along the eastern boundary of the west 1/2 of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E to south boundary of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E,

West along the south boundary of the NW Quarter of the SW Quarter of Section 2, Township 27N, Range 5E, and the south boundary of the north half of the SE Quarter, Section 3, Township 27N, Range 5E, to the east line of the SE Quarter, Section 3, Township 27N, Range 5E,

North along the western boundary of the eastern 1/2 of Section 3, Township 27N, Range 5E to the southern boundary of the north half of the south half of the NW Quarter of Section 3, Township 27N, Range 5E,

West along the southern boundary of the north half of the south half of the NW Quarter of Section 3, Township 27N, Range 5E to eastern boundary of Section 4, Township 27N, Range 5E,

South along the eastern boundary of Section 4, Township 27N, Range 5E to 156th Street SE,
West on 156th Street SE to the southwest corner of SE Quarter of the NE Quarter of Section 4, Township 27N, Range 5 E,

North along the eastern boundary of the west half of the NE Quarter of Section 4, Township 27N, Range 5E to the northern boundary of said Quarter Section,

North along the eastern boundary of the west half of the SE Quarter of Section 33, Township 28N, Range 5E to the north line of the south half of the south half of the SE Quarter, Section 33, Township 28N, Range 5E,

West along the north line of the south half of the south half of the SE Quarter, Section 33, Township 28N, Range 5E to the western boundary of the Olympic Pipeline right of way,
Northerly along the western boundary of the Olympic Pipeline right of way to 144th Street SE,

West on 144th Street SE to Seattle Hill Road,

Southwesterly on Seattle Hill Road to 35th Avenue SE,

Southerly on 35th Avenue SE to York Road,

Southeasterly on York Road to Jewell Road,

South on Jewell Road to Maltby Road,

Southeasterly on Maltby Road to the eastern boundary of Section 21, Township 27N, Range 5E,

South along the eastern boundary of Section 21, Township 27N, Range 5E, to the southeast corner of said section,

West along the southern boundary of Section 21, Township 27N, Range 5E, to 45th Avenue SE extended,

South on 45th Avenue SE extended and 45th Avenue SE to 240th Street SE,

East on 240th Street SE to 47th Avenue SE,

South on 47th Avenue SE to the Snohomish-King County Boundary,

Exhibit 3

King County

East along the Snohomish-King County Boundary to 170th Avenue NE,
Southerly on 170th Avenue NE to NE 195th Street,
West on NE 195th Street to 170th Avenue NE,
Southerly on 170th Avenue NE and extension extended to NE 190th Street,
East on NE 190th Street to 171st Place NE,
South on 171st Place NE to NE Woodinville-Duvall Road (NE 185th Street),
West on NE Woodinville-Duvall Road to 167th Avenue NE,
South on 167th Avenue NE to NE 180th Place,
Southwesterly on NE 180th Place to NE 180th Street,
West on NE 180th Street to 164th Avenue NE,
South on 164th Avenue NE to NE 175th Street,
Westerly on NE 175th Street to 155th Place NE,
Southerly on 155th Place NE to NE 173rd Street,
Westerly on NE 173rd Street to 146th Place NE,
Southerly on 146th Place NE to NE 171st Street,
Westerly on NE 171st Street to the western margin of 140th Court NE,
South following the western margin of 140th Court NE and 140th Court NE extended to the south boundary of the Kyes Annexation to Woodinville, approved by Woodinville City Ordinance No. 132,
Westerly, following the south boundary of the Kyes Annexation to Woodinville to 140th Avenue NE,
Northerly on 140th Avenue NE to NE 171st Street,
Westerly on NE 171st Street to the 1992 Woodinville Corporation Boundary, established by King County Ordinance No. 10306,
South along the 1992 Woodinville Corporation Boundary, established by King County Ordinance No. 10306 to the Sammamish River,
Southeasterly following the Sammamish River to NE 145th Street,
East on NE 145th Street to the 1992 Woodinville Corporation Boundary, established by King County Ordinance No. 10306,
North, thence east, thence north, thence east, thence south, thence east, thence south along the 1992 Woodinville Corporation Boundary to south line of the SW Quarter, Section 14, Township 26N, Range 5E,
South, thence southwesterly, thence southeasterly, thence southwest to Woodinville Redmond Road,
Southeast on Woodinville Redmond Road to NE 143rd Street,
Southwest on NE 143rd Street to the Sammamish River,
Northwest following the Sammamish River to NE 145th Street,
West on NE 145th Street to the east margin of the Burlington Northern Railroad Right of Way and the 1992 Woodinville Corporation Boundary,
Southerly following the east margin of the Burlington Northern Railroad Right of Way to the E-W center line of Section 22, Township 26N, Range 5E,
East along the E-W centerline of Sections 22 and 23, Township 26N, Range 5E to Woodinville Redmond Road (156th Avenue NE),
Southeasterly on Woodinville Redmond Road to NE 132nd Street extended,
East on NE 132nd Street and NE 132nd Street extended to 172nd Avenue NE,
North, thence northeast on 172nd Avenue NE to NE 141st Street,
Southeast on NE 141st Street to 178th Ave NE,
Southerly on 178th Ave NE to NE 139th Street,

Exhibit 3

East on NE 139th Street to 180th Avenue NE,
Southeasterly on 180th Avenue NE to the west line of the SW quarter, Section 19, Township 26N, Range 6E,
North along the west line of Section 19, Township 26N, Range 6E to the southwest corner of Section 18, Township 26N, Range 6E,
East along the south line of Section 18, Township 26N, Range 6E to Avondale Road NE,
Southwesterly on Avondale Road NE to NE 100th Court extended,
East along the extended centerline of NE 100th Court to Bear Creek,
Southeasterly following Bear Creek to NE Novelty Hill Road,
Southwesterly along NE Novelty Hill Road to the western boundary of the Elm Court plat, as recorded by the King County Auditor under recording number 20050222001562,
South along the western boundary of the Elm Court plat to the northwestern corner of Lot 7 of said plat, as recorded by the King County Auditor under recording number 20050222001562,
Easterly along the northern boundary said Lot 7 and the northern boundary of Elm Court plat Tract B, as recorded by the King County Auditor under recording number 20050222001562 to the northeast corner of said Tract B,
South along the east line of Tract B and extension to the northern margin of NE 95th Street,
East to west line of the NE quarter, Section 6, Township 25N, Range 6E,
East along the northern margin of NE 95th Street for a distance of 630 feet,
South to the southern margin of NE 95th Street,
East along the southern margin of NE 95th Street to the east line of the west half of the of the west half of the NE quarter, Section 6, Range 25N, Range 6E,
South along east line of the west half of the west half of the NE quarter, Section 6, Range 25N, Range 6E to the south line of the NE quarter, Section 6, Township 25N, Range 6E,
East along the south line of the NE quarter, Section 6, Township 25N, Range 6E to the east line of the west half of the SE quarter, Section 6, Township 25N, Range 6E,
South along east line of the west half of the SE quarter, Section 6, Township 25N, Range 6E to the north line of the south half of the SE quarter, Section 6, Township 25N, Range 6E,
East along the north line of the south half of the SE quarter, Section 6, Township 25N, Range 6E to the east line of the west half of the east half of the SE quarter, Section 6, Township 25N, Range 6E,
South along the east line of the west half of the east half of the SE quarter, Section 6, Township 25N, Range 6E to NE Union Hill Road,
East on NE Union Hill Road to 196th Avenue NE,
South, thence west, thence southerly, thence east, thence southeasterly following the eastern boundary of the Arthur Johnson Park annexation to Redmond, as approved by Redmond City Ordinance 822, to the boundary of the SE Redmond Neighborhood Annexation to Redmond, as approved by Redmond City Ordinance 1846,
Southeasterly along the eastern boundary of the SE Redmond Neighborhood Annexation to Redmond Fall City Road (State Route 202),
Easterly on Redmond-Fall City Road to 192nd Drive NE,
South on 192nd Drive NE to 192nd Place NE,
Southeasterly on 192nd Place NE to NE 50th Street,
Easterly on NE 50th Street to Sahalee Way NE,
Southeasterly on Sahalee Way NE to the south boundary of Section 22, Township 25N, Range 6E,
East along the south boundary of Section 22, Township 25N, Range 6E to the N-S centerline of the west one-half of Section 22, Township 25N, Range 6E,

Exhibit 3

North along the N-S centerline of the west one-half of Section 22, Township 25N, Range 6E to NE 25th Way,
Easterly on NE 25th Way to 236th Avenue NE,
South on 236th Avenue NE to NE 20th Street,
East on NE 20th Street to 244th Avenue NE,
Northerly on 244th Avenue NE to Redmond Fall City Road,
Southeasterly on Redmond Fall City Road to the west boundary of Range 7E,
South along the west boundary of Range 7E to the NW corner of the SW Quarter of Section 06, Township 24N, Range 7E,
East, thence southeasterly, thence southwesterly, thence westerly, thence southerly along the eastern boundary of the Aldarra/Montaine Annexation to the City of Sammamish, as approved by Sammamish City Ordinance O2010-280 to the north boundary of the SW Quarter of Section 7, Township 24 N, Range 7E,
West along the E-W centerline of Section 7, Township 24N, Range 7E to western boundary of said section,
West along the south line of the north half of Sections 12 and 11, Township 24N, Range 6E to SE Issaquah-Beaver Lake Road,
Southeasterly on SE Issaquah-Beaver Lake Road to the intersection with SE Duthie Hill Road (264th Place SE),
Southeasterly from the intersection of SE Issaquah-Beaver Lake Road and SE Duthie Hill Road (264th Place SE) to the eastern edge of the SE Duthie Hill right of way,
Southwesterly along the eastern edge of the SE Duthie Hill right of way to the boundary of the Klahanie Annexation to Sammamish, approved by City of Sammamish Ordinance R2014-602,
Southwesterly on SE Duthie Hill Road to SE Issaquah Fall City Road to the intersection with the west line of Section 23, Township 24N, Range 6E,
Thence south along said west line to the south line of the Klahanie Annexation to Sammamish,
Thence following the boundary of the Klahanie Annexation to Sammamish to the boundary of the North Issaquah Annexation to Issaquah, approved by City of Issaquah Ordinance No. 2255,
Thence following the easterly boundary of the North Issaquah Annexation to the east line of the SE quarter of Section 22, Township 24N, Range 6E and the boundary of the Grand Ridge Annexation to Issaquah, approved by City of Issaquah Ordinance No. 2112,
Northerly, thence easterly, thence southerly, thence easterly, thence westerly along the boundary of the Grand Ridge Annexation to Issaquah, to the boundary of the Issaquah Pointe Annexation to Issaquah, approved by City of Issaquah Ordinance No. 2606, located on the south line of the SE quarter, Section 23, Township 24N, Range 6E,
Southerly, thence westerly along the boundary of the Issaquah Pointe Annexation to Issaquah to the boundary of the Grand Ridge Annexation to Issaquah,
Southerly, thence westerly along the boundary of the Grand Ridge Annexation to Issaquah to the boundary of the SPAR Annexation to Issaquah, approved by Issaquah City Ordinance No. 2227,
Southerly along the boundary of the SPAR Annexation to Issaquah to Interstate 90,
Easterly on Interstate 90 to the east line of the SW quarter of the SW quarter of Section 25, Township 24N, Range 6E,
South along the east line of the SW quarter of the SW quarter of Section 25, Township 24N, Range 6E to the south line of Section 25, Township 24N, Range 6E,

Exhibit 3

West along the south line of Section 25, Township 24N, Range 6E to the NE corner of Section 35, Township 24N, Range 6E,

South along the east line of the Section 35, Township 24N, Range 6E to the SE corner of the NE quarter of Section 35, Township 24 N, Range 6E,

West along the south line of the NE quarter of Section 35, Township 24N, Range 6E to the SW corner of the NE quarter of Section 35, Township 24N, Range 6E,

North along the west line of the NE quarter of Section 35, Township 24N, Range 6E, to the south line of the north half of the NW quarter of Section 35, Township 24 N, Range 6E,

West along the south line of the north half of the NW quarter of Section 35, Township 24 N, Range 6E, to the NE corner of the SW quarter of the NW quarter of Section 35, Township 24N, Range 6E,

South along east line of the west half of the west half of Section 35, Township 24 N, Range 6 E to the south line of the north half of the NW quarter of the SW quarter of Section 35, Township 24 N, Range 6E,

West along south line of the north half of the NW quarter of the SW quarter of Section 35, Township 24N, Range 6E to the east boundary of Section 34, Township 24N, Range 6E,

North along the east boundary of Section 34, Township 24N, Range 6E to the northeast corner of Section 34, Township 24N, Range 6E,

West along the north boundary of Section 34, Township 24N, Range 6E to the Burlington Northern Railroad Right of Way,

Southwesterly following the Burlington Northern Railroad Right of Way to the south line of the north half of the NW quarter, Section 34, Township 24N, Range 6E,

East along the south line of the north half of the NW quarter, Section 34, Township 24N, Range 6E to the east line of the NW quarter, Section 34, Township 24N, Range 6E,

South along the east line of the NW quarter, Section 34, Township 24N, Range 6E, to the boundary of the ParkPointe Annexation to Issaquah, approved by Issaquah City Ordinance No. 2113,

East, thence northeasterly along the boundary of the ParkPointe Annexation to Issaquah to the east line of the west half of the east half of Section 34, Township 24N, Range 6E,

South along the east line of the west half of the east half of Section 34, Township 24N, Range 6E to south line of the north half of the SE quarter, Section 34, Township 24N, Range 6E,

West along the south line of the north half of the SE quarter, Section 34, Township 24N, Range 6E to the east line of west half of the east half of the west half of the SE quarter, Section 34, Township 24N, Range 6E,

South along the east line of west half of the east half of the west half of the SE quarter, Section 34, Township 24N, Range 6E to SE 96th Street,

West on SE 96th Street to Issaquah Hobart Road,

Southeasterly, thence south on Issaquah Hobart Road to the south line of NE quarter, Section 3, Township 23N, Range 6E,

West along south line of the NE quarter and the NW quarter of Section 03, Township 23N, Range 6E to the west line of the east half of the NW quarter, Section 03, Township 23N, Range 06E,

North along the west line of the east half of the NW quarter, Section 03, Township 23N, Range 6E to the south line of the north half of the NW quarter, Section 03, Township 23N, Range 6E,

West along the south line of the north half of the NW quarter, Section 03, Township 23N, Range 6E. to the west line of Section 03, Township 23N, Range 6E,

North along the west line of Section 03, Township 23N, Range 6E to the south line of Section 33, Township 24N, Range 6E,

Exhibit 3

West along the south line of Section 33, Township 24N, Range 6E to the SW corner of said section,

North along the west boundary of Section 33, Township 24N, Range 6E to the southeast corner of the McCarry Woods annexation to Issaquah, as approved by City ordinance 2694, West, thence north, thence east along the boundary of the McCarry Woods annexation to the east boundary of Section 32, Township 24N, Range 6E,

North along the east boundary of Section 32, Township 24N, Range 6E to the northeast corner of said section,

North along the east boundary of Section 29, Township 24N, Range 6E to the SE corner of the NE quarter of the SE quarter of said section, Northerly along the east boundary of Section 29, Township 24N, Range 6E for a distance of 1.371.00 feet,

Westerly, parallel with the south line of the NE quarter of the SE quarter of Section 29, Township 24N, Range 6E, to 17th Ave NW,

Southwesterly on 17th Ave NW to Renton Issaquah Road (State Route 900),

Southwesterly on Renton Issaquah Road to the east boundary of Section 6, Township 23N, Range 6E,

North along the east boundary of Section 6, Township 23N, Range 6E and Sections 31 and 30, Township 24N, Range 6E to the south boundary of Section 19, Township 24N, Range 6E,

West along the south line of Section 19, Township 24N, Range 6E to the southwest corner of said section,

Continuing west along the south line of Section 19, Township 24N, Range 6E and the southern boundary of the Cougar Glen Annexation to Bellevue approved by Bellevue City Ordinance 4150,

Thence following the course of the Cougar Glen Annexation northerly, westerly, and southerly to its intersection with the south line of Section 24, Township 24N, Range 6 E,

West along the south line of Section 24, Township 24N, Range 6 E and the Cougar Glen Annexation boundary to a point 1266.66 feet more or less from the southeast corner of said section,

Thence northerly along the boundary of the Cougar Glen Annexation to the south margin of SE Cougar Mountain Dr.,

Thence north to the north margin of SE Cougar Mountain Dr.,

Thence easterly along the north margin of SE Cougar Mountain Dr. to its intersection with the boundary of the Cougar Glen Annexation,

North then following the boundary of the Cougar Glen Annexation in a westerly and southerly direction to its intersection with the north line of SE Cougar Mountain Dr,

Easterly along the north margin of SE Cougar Mountain Dr to a point on a line at right angles to the south line of Section 24, Township 24N, Range 6 E and being 158 feet east of the west line of the SW quarter of the SW quarter of the SE quarter of said Section 24, Township 24N, Range 6 E,

Thence south along said line to the south line of Section 24, Township 24N, Range 6 E,

West along said south line and following the south line of the Cougar Glen Annexation to the Intersection with the south line of the Calhill Annexation to Bellevue, approved by Bellevue City Ordinance 4307,

Westerly along the southern boundary of the Calhill Annexation to the eastern boundary of the Mortensen Annexation to Bellevue, as approved by Ordinance 4339,

Southerly along the eastern boundary of the Mortensen Annexation to the northern boundary of the Mortensen II Annexation to Bellevue, as approved by Bellevue City Ordinance 4756,

East, thence south along the eastern boundary of the Mortensen II Annexation to the boundary of the Mortensen Annexation to Bellevue,

Exhibit 3

South, thence east, thence south, thence west, thence north, thence west along the southern boundary of the Mortensen Annexation to the eastern boundary of the Cougar Ridge Annexation to Bellevue, as approved by Bellevue City Ordinance 4425,
South along the eastern boundary of the Cougar Ridge Annexation as approved by Bellevue City Ordinance 4425 to the northern boundary of the Cougar Ridge II Annexation, as approved by Bellevue City Ordinance 4733,
South, west and southwesterly along the boundary of the Cougar Ridge II Annexation to the east boundary of the Lakemont Blvd. SE Right of Way Annexation, as approved by Bellevue City Ordinance 6069,
Northerly and following the east boundary of the Lakemont Blvd. SE Right of Way Annexation to its intersection with the west boundary of the Cougar Ridge II Annexation,
North, thence easterly, thence north along the boundary of the Cougar Ridge II Annexation to the southerly boundary of the Cougar Ridge Annexation, as approved by Bellevue City Ordinance 4425,
Westerly along the southern boundary of the Cougar Ridge Annexation, as approved by Bellevue City Ordinance 4425 to the Forest Ridge Estates Annexation to Bellevue, as approved by Bellevue City Ordinance 3493,
South then generally westerly, thence north along the southern boundary of the Forest Ridge Estates Annexation to Bellevue to the southern boundary of Section 22, Township 24N, Range 5E,
West along the southern boundary of Section 22, Township 24N, Range 5E to the N-S centerline of Section 27, Township 24N, Range 5E,
South along the N-S centerline of Section 27, Township 24N, Range 5E to the north line of the south half of the NE quarter, Section 27, Township 24N, Range 5E,
East along the north line of the south half of the NE quarter, Section 27, Township 24N, Range 5E to the east line of said quarter section,
South along the east line of the NE quarter, Section 27, Township 24N, Range 5E to Newcastle Golf Club Road,
East along Newcastle Golf Club Road to the east line of the SW quarter, Section 26, Township 24N, Range 5E,
South along the east line of the SW quarter, Section 26, Township 24N, Range 5E, and the east line of the NW quarter, Section 35, Township 24N, Range 5E to the north line of the south half of the NW quarter, Section 35, Township 24N, Range 5E,
West along the north line of the south half of the NW quarter, Section 35, Township 24N, Range 5E to the east line of the NE quarter, Section 34, Township 24N, Range 5E,
South along the east line of the NE quarter, Section 34, Township 24N, Range 5E, to the SE corner of the NE quarter, Section 34, Township 24N, Range 5E,
East along the north line of the SW quarter, Section 35, Township 24N, Range 5E to the east line of the west half of said quarter section,
South along the east line of the west half of the SW quarter, Section 35, Township 24N, Range 5E to south line of said quarter section,
West along the south line of the SW quarter, Section 35, Township 24N, Range 5E to SE May Valley Road,
Northwest along SE May Valley Road to east line of SE quarter, Section 34, Township 24N, Range 5E,
South along the east line of the SE quarter, Section 34, Township 24N, Range 5E to the south line of said Quarter Section,
West along the south line of SE Quarter, Section 34, Township 24N, Range 5E to the eastern boundary of the Stonegate Annexation to Renton, approved by Renton City Ordinance 4510,

Exhibit 3

Generally southerly along the eastern boundary of the Stonegate Annexation to Renton, to the south line of the NE quarter, Section 3, Township 23N, Range 5E,
West along the south line of the NE quarter, Section 3, Township 23N, Range 5E to the SW corner of the Stonegate Annexation to Renton, said point also being on the N-S centerline of the east half of Section 3, Township 23N, Range 5E,
Thence south on the N-S centerline of the E 1/2 Section 3, Township 23N, Range 5E of the NW corner of the Maertins Annexation to Renton, as approved by Renton City Ordinance 5713,
Thence east, thence south, thence west, thence northwest, thence north, thence west along the boundary of the Maertins Annexation to the N-S centerline of the E 1/2 of Section 3, Township 23N, Range 5E,
South on the N-S centerline of the E 1/2 of Section 3, Township 23N, Range 5E to SE Renton Issaquah Road,
Easterly on SE Renton Issaquah Road to boundary of the Windstone V annexation to Renton, as approved by Renton City Ordinance no. 5665,
Northerly, thence easterly, thence southerly along the boundary of the Windstone V annexation to Renton to SE Renton Issaquah Road,
Easterly on SE Renton Issaquah Road to 148th Avenue SE,
South on 148th Avenue SE and Nile Ave NE to NE 4th Street,
East on NE 4th Street and SE 128th Street to 162nd Avenue SE,
South on 162nd Avenue SE to northerly margin of SE 132nd Street,
East along the northerly margin of SE 132nd Street to the easterly margin of 164th Avenue SE,
Thence southerly on said easterly margin of 164th Avenue SE to the north line of the south half of the Northwest quarter of Section 13, Township 23N, Range 5E,
Thence easterly on the north line of said south half of the Northwest quarter of Section 13, Township 23N, Range 5E to 175th Avenue SE,
Southerly on 175th Avenue SE to SE 136th Street and SE 136th Street extended,
East on SE 136th Street and SE 136th Street extended to 182nd Avenue SE,
Southerly on 182nd Avenue SE to 183rd Avenue SE,
South on 183rd Avenue SE to SE 147th Street,
Westerly on SE 147th Street and northerly along 180th Avenue SE to the southeast corner of Lot 30, Renton Suburban Tracts Div. No. 6 plat,
Westerly along the southern boundary of Lots 30 and 29, Renton Suburban Tracts Div. No. 6 plat to the SW corner of lot 29, and the southern boundary of the Renton Suburban Tracts Div. No. 6 plat,
Continuing Westerly along the south boundary of the Renton Suburban Tracts Div. No. 6 plat to west line of the east half of the NE quarter, Section 24, Township 23N, Range 5E,
South along the west line of the east half of the NE quarter, Section 24, Township 23N, Range 5E to the boundary of the Renton Suburban Tracts Div. No. 7 plat,
Westerly along the southern boundary of the Renton Suburban Tracts Div. No. 7 plat to the eastern boundary of the Briarwood South No. 6 plat,
North along the boundary of the Briarwood South No. 6 plat to SE 149th Street and the corner of Tract A of the Briarwood South No. 6 plat,
Westerly along the northern boundary of Tract A of the Briarwood South No. 6 plat to the eastern boundary of the Skyfire Ridge Div. No. 1 plat,
North along the eastern boundary of the Skyfire Ridge Div. No. 1 plat to corner of Tract C, Skyfire Ridge Div. No. 1,
Westerly along the northern boundary of Tract C, Skyfire Ridge Div. No. 1 to the western boundary of said plat,

Exhibit 3

Northerly along the western boundary of the Skyfire Ridge Div. No. 1 plat to the NE corner of Lot C and the SE corner of Lot B, King County Boundary Line Adjustment No. L97L0112, as recorded by King County Auditor under recording number 199712031593,
West along the south boundary of Lot B, King County Boundary Line Adjustment No. L97L0112 to the SW corner of said Lot B,
North following the west boundary of the Lot B, King County Boundary Line Adjustment No. L97L0112, continuing north along the west boundary of Lot A of said King County Boundary Line Adjustment to the north line of the south half of the NE quarter, Section 23, Township 23N, Range 5E,
Thence west on said north line of the south half of the NE quarter, Section 23, Township 23N, Range 5E to the boundary of the Briarwood West plat,
Westerly along the southern boundary of the Briarwood West plat to the eastern boundary of Tract A, Briarwood West plat,
Northerly along the eastern boundary of Tract A, Briarwood West Plat to the northern boundary of said plat,
West along the northern boundary of said plat to 154th Place SE,
Southerly on 154th Place SE to Jones Road,
Northwesterly on Jones Road and Jones Place to the Cedar River,
Northwesterly along the Cedar River to the Maplewood Golf Course Expansion Annexation to Renton, as approved by Renton City Ordinance 4156,
Southwesterly along the eastern boundary of the Maplewood Golf Course Expansion Annexation to Renton to SE Renton Maple Valley Highway (State Route 169),
Southeasterly on SE Renton Maple Valley Highway (State Route 169) to 161st Avenue SE,
Southerly on 161st Avenue SE to the north boundary of the Valley Faire II plat,
Easterly along the north boundary of the Valley Faire II plat to the west line of Section 24, Township 23N, Range 5E,
South along the east line of Sections 23, 26 and 35, Township 23N, Range 5E to SE Petrovitsky Road,
Westerly on SE Petrovitsky Road to the east line of Section 34, Township 23N, Range 5E,
South along the east line of Section 34, Township 23N, Range 5E, continuing south along the east line of Section 3 Township 22N, Range 5E to SE 208th Street,
West on SE 208th Street to the eastern boundary of the Panther Lake Annexation to Kent, as approved by Kent City Ordinance 3936,
Southerly and southeasterly following the boundary of Panther Lake Annexation to Kent to the north boundary of the Meridian Valley Annexation to Kent, as approved by Kent City Ordinance 3344,
Southeasterly, thence south along the boundary of the Meridian Valley Annexation to the Meridian Annexation to Kent, as approved by Kent City Ordinance 3241,
Generally southerly, following the east boundary of the Meridian Annexation to Kent to State Highway 18,
Southwesterly on State Highway 18 to the Green River,
Northwesterly along the Green River to E Main Street extended,
West on E Main Street extended and E Main Street to "R" Street SE,
South on "R" Street SE to the southern boundary of the Steelhead South District Annexation to Auburn, as approved by Auburn City Ordinance 5732,
Easterly, thence south along the southern boundary of the Steelhead South Annexation to 2nd St SE,
West along 2nd Street SE to T Street SE,

Exhibit 3

South along T Street SE to the southern boundary of the Rippey Annexation to Auburn as approved by Auburn City Ordinance 5350,
East along to the southern boundary of the Rippey Annexation to the northwest corner of the Ward Annexation to Auburn, as approved by Auburn City Ordinance 4605,
Thence east along the north line of said Ward Annexation to the east boundary of said annexation,
Thence southeasterly along the east boundary of the Ward Annexation to northern boundary of the Fenster Annexation to Auburn, as approved by Auburn City Ordinance 4998,
West, thence south, thence southeasterly along the boundary of the Fenster Annexation to the eastern line of the SW Quarter, Section 17, Township 21N, Range 5E,
South along the eastern line of the SW Quarter, Section 17, Township 21N, Range 5E to Auburn Black Diamond Road,
Easterly on Auburn Black Diamond Road to the N-S centerline of the west one-half of Section 21, Township 21N, Range 5E,
South along the N-S centerline of the west one-half of Section 21, Township 21N, Range 5E to the boundary of the Nevitt-Danielson Annexation to Auburn, as approved by Auburn City Ordinance No. 4716,
Generally southeasterly along the boundary of the Nevitt-Danielson Annexation to Auburn, to the north line of the south half of the south half of Section 21, Township 21N, Range 5E,
East along the north line of the south half of the south half of Section 21, Township 21N, Range 5E to SE Green Valley Road,
Southeasterly along SE Green Valley Road to the west line of the east half of the SE quarter, Section 21, Township 21N, Range 5E,
South along the west line of the east half of the SE quarter, Section 21, Township 21N, Range 5E to the south line Section 21, Township 21N, Range 5E,
East along the south line Section 21, Township 21N, Range 5E and Section 22, Township 21N, Range 5E to the Green River,
Southeasterly along the Green River to the east line of Section 27, Township 21 N, Range 5E,
South along the east line of Section 27, Township 21 N, Range 5E to the southeast corner of Section 27, Township 21N, Range 5E,
West along the south boundary of Section 27, Township 21N, Range 5E to the White River,
Southeasterly along the White River to the King/Pierce County Boundary,

EXCEPT the area:

From the intersection of SE 136th Street and 162nd Ave SE, east on SE 136th Street extended to 164th Avenue SE,
North on 164th Avenue SE and 164th Avenue SE extended to south boundary of the Tess Annexation to Renton,
West and south along the boundary of the Tess Annexation to Renton to 162nd Avenue SE,
South along 162nd Ave SE to the intersection with SE 136th Street.

Pierce County

Westerly along the King/Pierce County Boundary to 182nd Avenue E,
South on 182nd Avenue East and 182nd Avenue E extended to Lake Tapps,
Southeasterly along the eastern shoreline of Lake Tapps to Island Parkway (E),
Southeasterly on Island Parkway (E) to 214th Avenue E,
Southerly on 214th Avenue E to 40th Street E ,
East on 40th Street E to 230th Avenue E,

Exhibit 3

South on 230th Avenue E to Buckley Tapps Highway,
Southeasterly on Buckley Tapps Highway to the NW corner of the Pierce County short plat 84-07-09-0170, as recorded by the Pierce County Auditor,
Northeasterly along the northern boundary of the short plat 84-07-09-0170 to the SW corner of Lot 1, in Pierce County short plat 85-10-15-0187, as recorded by the Pierce County Auditor,
Northerly along the western boundary of Lot 1, in Pierce County short plat 85-10-15-0187 to the NW corner of Lot 1, in Pierce County short plat 81-06-24-0190 as recorded by the Pierce County Auditor,
Easterly along the northern boundary of Lot 1, in Pierce County short plat 81-06-24-0190 to the NW corner of Lot 1, in Pierce County short plat 81-07-13-0237 as recorded by the Pierce County Auditor,
Easterly along the northern boundary of Lot 1, in Pierce County short plat 81-07-13-0237 to the NW corner of Lot 1, in Pierce County short plat 81-06-24-0192, as recorded by the Pierce County Auditor,
Easterly along the northern boundary of Lot 1, in Pierce County short plat 81-06-24-0192 to the NE corner of said Lot 1 and the east boundary of Range 5E,
South along the east boundary of Range 5E to Old Sumner Buckley Highway,
West on Sumner Buckley Highway to 234th Avenue E,
South on 234th Avenue E to 96th Street E (Carlson Roberts Co. Road),
West on 96th Street E (Carlson Roberts Co. Road) to 233rd Avenue E,
South on 233rd Avenue E to State Route 410 E,
Easterly on State Route 410 E to the east line of the west half of the NW quarter, Section 1, Township 19N, Range 5E,
Southerly along the east line of the west half of the NW quarter, Section 1, Township 19N, Range 5E to 234th Avenue E,
Southerly along 234th Avenue E and 234th Avenue E extended to the south boundary of Section 12, Township 19N, Range 5E,
West along the south boundary of Section 12, Township 19N, Range 5E to the SW corner of said quarter section,
Southwesterly on 129th Street East extended and 129th Street East to Cedarview Drive (E),
Southwesterly on Cedarview Drive (E) to 133rd Street E,
Southwesterly on 133rd Street E to Prairie Ridge Drive (E),
Southwest on Prairie Ridge Drive (E) to Cedar Circle (E),
Southwesterly on Cedar Circle (E) to Prairie Ridge Drive (E),
Northeasterly on Prairie Ridge Drive (E) to Ridgewood Drive,
Northwesterly on Ridgewood Drive to 215th Avenue E,
Southerly on 215th Avenue E and 216th Avenue E to Prairie Ridge Drive (E),
Southerly on Prairie Ridge Drive E to 143rd Street E,
Southwesterly on 143rd Street E to 215th Avenue,
Southerly on 215th Avenue to 148th Street E,
Easterly on 148th Street E to 147th Street E,
East on 147th Street E and 147th Street E, as it would be extended to the southeast to State Route 162 (Pioneer Way),
Southwesterly on State Route 162 to the south line of the NW quarter, Section 34, Township 19 N, Range 5E,
West along the south line of the NW quarter, Section 34, Township 19 N, Range 5E and the south line of the NE quarter, Section 33, Township 19N, Range 5E to the centerline of the utility easement recorded by the Pierce County Auditor under number 95-12-06-0508,

Exhibit 3

South along the centerline of the utility easement recorded by the Pierce County Auditor under number 95-12-06-0508 to the southern boundary of the northern 1/2 of the abandoned Burlington Northern Railroad Right of Way,
Westerly following the southern boundary of the northern 1/2 of the abandoned Burlington Northern Railroad Right of Way to the first intersection with a southbound branch of the Burlington Northern Railroad Right of Way,
South following the southbound branch of the abandoned Burlington Northern Railroad Right of Way to State Route 162,
Southeast on State Route 162 to Orville Road E,
Southerly on Orville Road E to the south line of Section 17, Township 18N, Range 5E,
West along the south line of Section 17, Township 18N, Range 5E and the south line of Section 18, Township 18N, Range 5E to Country Drive E,
Northerly on Country Drive E to 224th Street E,
West on 224th Street E to the northeast corner of the NW Quarter Section 13, Township 18N, Range 3E,
South along the east line of the NW Quarter Section 13, Township 18N, Range 3E to the south line of the north half of Section 13, Township 18N, Range 3E,
West along the south line of the north half of Section 13, Township 18N, Range 3E to the closest Transmission Line Right of Way,
South following the Transmission Line Right of Way to 260th Street E,
West on 260th Street E to the southern boundary of the Fort Lewis Military Reservation boundary,
Westerly along the southern boundary of the Fort Lewis Military Reservation boundary to 8th Avenue E,
South on 8th Avenue E to 288th Street,
West on 288th Street S extended and 288th Street S to 56th Avenue S,
North on 56th Avenue S to 280th Street S,
West on 280th Street S to the Fort Lewis Military Reservation boundary,
Westerly, thence southwesterly following the Fort Lewis Military Reservation boundary to the Pierce/Thurston County boundary and the Nisqually River,
Northwesterly along the Pierce/Thurston County Boundary to the Fort Lewis Military Reservation northwest boundary,
Northwesterly along the west boundary of the Fort Lewis Military Reservation to the Burlington Northern Railroad Right of Way,
Northerly following the Burlington Northern Right of Way to the Fort Lewis Military Reservation west boundary,
North along the west boundary of the Fort Lewis Military Reservation to Mounts Road,
West on Mounts Road to west boundary of the area annexed to the City of DuPont by DuPont City Ordinance 189,
Northerly along said western boundary to the southern line of the NE Quarter, Section 33, Township 19N, Range 1E,
West along the southern line of the NE Quarter, Section 33, Township 19N, Range 1E to the N-S centerline of Section 33, Township 19N, Range 1E,
North along the N-S centerline of Section 33, Township 19N, Range 1E to the shore of Puget Sound,
Northerly through Puget Sound passing east of Anderson Island, Ketron Island, McNeil Island, and Fox Island, and west of Day Island to The Narrows,
Northerly through The Narrows to Dalco Passage,

Exhibit 3

Easterly through Dalco Passage and East Passage passing south of Vashon Island and Maury Island to Puget Sound,

Northerly through Puget Sound passing east of Maury Island, Vashon Island, and Blake Island to the west boundary of King County,

Northerly following the west boundary of King County and passing east of Bainbridge Island to the Snohomish County boundary,

Northerly following the west boundary of Snohomish County and passing east of Whidbey Island to Possession Sound,

Northerly through Possession Sound passing east of Hat Island (Gedney Island) and Jetty Island to the point of beginning.

Exhibit 3

**Proposition No. 1
Light-Rail, Commuter-Rail, and Bus Service
Expansion**

The Sound Transit Board passed Resolution No. R2016-17 concerning expansion of mass transit in King, Pierce, and Snohomish counties. This measure would expand light-rail, commuter-rail, and bus rapid transit service to connect population and growth centers, and authorize Sound Transit to levy or impose: an additional 0.5% sales and use tax; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and additional 0.8% motor-vehicle excise tax; and use existing taxes to fund the local share of the \$53.8 billion estimated cost (including inflation), with continuing independent audits, as described in the Mass Transit Guide and Resolution No. R2016-17. Should this measure be:

- Approved
- Rejected

The complete text of this measure is available beginning on page 45.

Statement in favor

Submitted by: Dow Constantine, Christine Gregoire, Rick Steves
www.MassTransitNow.com

Yes on Proposition 1: Rail Connecting Our Region

Growth is a fact: Our region adds 230 people every day. Proposition 1 gives you the choice to get out of daily gridlock. One light rail line can carry 16,000 people per hour; a general-purpose freeway lane moves just 2,000 cars. Fast, frequent rail gets you where you need to be, on time, every time.

Proposition 1 helps working families, students, seniors, and people with disabilities get to jobs, school and healthcare. After UW and Capitol Hill stations opened this spring, light rail ridership jumped 83%. Light rail works, and people love it.

More Light Rail Stations; More Bus Rapid Transit

West Seattle and Ballard; South Lake Union, Boeing Access Road, and NE 130th; Redmond, Issaquah, and Federal Way – completing a system of 116 miles and 83 stations. Plus, new Bus Rapid Transit on I-405 and SR-522, increased Regional Express buses and Sounder commuter rail.

Proposition 1 lets you escape congestion, reduces climate pollution, and improves access and affordability for all. The Washington Environmental Council, Microsoft, Amazon, Seattle Chamber, Washington State Labor Council, Democratic Party organizations, Seattle Mayor Murray, and Eastside and South County mayors all urge your support.

www.MassTransitNow.com

Rebuttal of statement against

Tim Eyman is misrepresenting the facts again. This measure will only cost the average adult \$14/month and Sound Transit is one of the most well run transit agencies in the country (22 consecutive clean federal audits). We simply cannot wait any longer to solve our region's transportation problems, get people out of traffic, and address the #1 carbon pollution source with clean, reliable transit. Endorsed by Sierra Club, OneAmerica, and Washington Conservation Voters.

Explanatory statement

Proposition 1 expands public transit.

Light rail adds 37 new stations connecting employment, growth, and population centers, with trains serving Everett via the industrial center near Paine Field, Ballard, South Lake Union, Seattle Center, West Seattle, South Kirkland, Bellevue, Issaquah, Federal Way, Fife, Tacoma, and Tacoma Community College.

Commuter rail adds longer trains; new Tillicum (Joint Base Lewis-McChord) and DuPont stations; and more bus, pedestrian, bicycle, and parking facilities at stations.

Bus rapid transit runs every 15 minutes all day (every 10 minutes during peak commute hours), with new freeway stations along I-405/SR 518 (Lynwood—Bellevue—Burien) and SR 522/NE 145th (UW-Bothell—Kenmore—Lake Forest Park—Shoreline light-rail station).

Early investments improve bus service (1) on certain Rapid-Ride routes in Seattle; (2) along Pacific Avenue/SR 7 to the Tacoma Dome; (3) on routes serving Sumner and Lakewood stations; and (4) by operating on freeway shoulders where permitted.

These improvements increase ridership, decrease travel times, improve commute reliability, and reduce carbon emissions.

Includes funding for transit-oriented development, affordable housing, and an education account.

In addition to existing taxes, fares, and grants, funding comes from a 0.5% sales/use tax increase; a property tax of \$0.25 or less per \$1,000 of assessed valuation; and a 0.8% motor-vehicle excise tax increase.

For questions about this measure, contact:
Sound Transit
206-903-7000
soundtransit3@soundtransit.org

Statement in opposition

Submitted by: Tim Eyman, Toby Nixon
www.NoST3.org

The Legislature authorized Sound Transit to raise taxes \$15 billion for

ST3. Somehow it's exploded into an eye-popping \$54 billion!

Why spend so much for something that *will be obsolete* before it's built (www.tinyurl.com/Z73FQRJ)? Why reject more cost-effective alternatives?

Nothing requires ST3 to deliver what they're promising – the projects, costs, and timelines *are not binding*. Previous phases have been late and over-budget.

All we're really voting on are huge *permanent* tax increases – they *never* have to ask voters to renew them.

The regressive sales tax increases to 10%. *Car tab taxes triple*. And, for the first time, *property taxes* get diverted away from schools to Sound Transit. Middle-class families will pay over \$25,000 in taxes – \$1,000 per year for 25 years – to Sound Transit before ST3 is built and ready to use. ST3 leaves little for other needs like education, homelessness, public safety, and parks.

For all that, ST3 *increases transit share only 1%*, and *doesn't reduce traffic congestion at all*. It just moves people who already ride buses onto trains.

Don't be seduced by the expensive Yes campaign, funded by contractors and consultants who will rake in millions and billions of your money. It's not affordable. *Just vote No*.

Rebuttal of statement in favor

Sound Transit is desperate to sell their scheme. They falsely claim light rail carries twice as many people as an 8-lane freeway. That's absurd!

ST3 doesn't address traffic congestion. \$54 billion to serve 1% of trips? Are *you* going to get traffic relief? Finish ST2 first, then take another look.

The Seattle Times calls ST3 "a blank check" and opposes diversion of tax revenue away from schools. <http://tinyurl.com/st3brakes>.

We have higher priorities. *Just vote No*.



The Sound Transit 3 Regional Transit System Plan

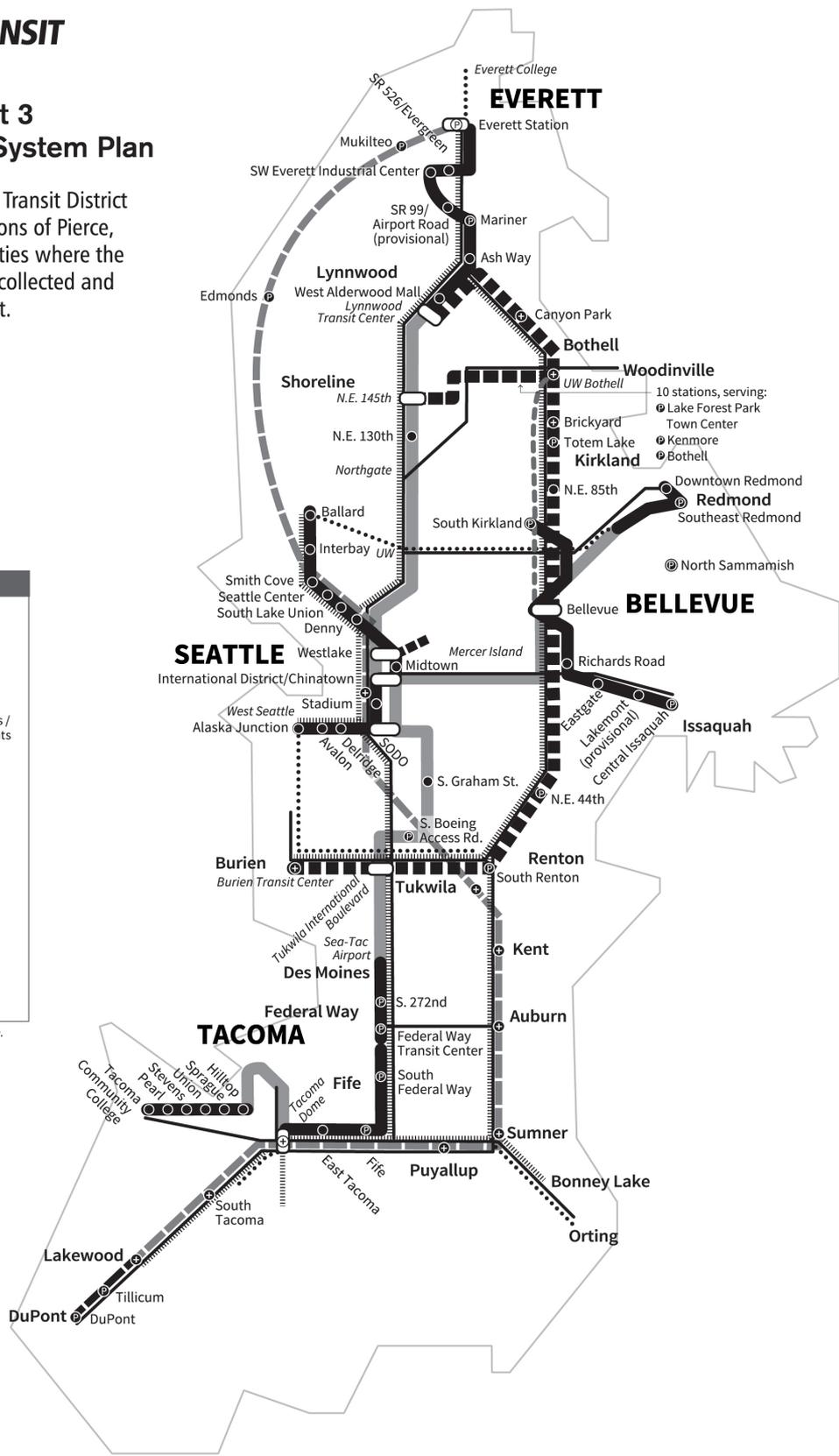
The area inside the Sound Transit District boundary shows the portions of Pierce, King and Snohomish counties where the proposed taxes would be collected and the projects would be built.

soundtransit3.org

KEY

- Sound Transit District boundary
- PROPOSED ST3 PROJECTS**
 - Link Light Rail
 - Bus Rapid Transit
 - Souder Rail
 - Proposed shoulder-running buses / speed and reliability improvements
 - Environmental study
 - Future investment study
- CURRENT AND PLANNED SERVICE**
 - Link Light Rail
 - Souder Rail
 - ST Express Bus
- STATIONS**
 - New station
 - New station / added parking
 - Improved station
 - Major rail transfer

NOTE: All routes and stations are representative.





MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: September 29, 2016, 2016
RE: Claims for October 4, 2016

\$ 17,189.63
 62,541.07
 22,686.44
 233,794.22
 91,076.37

Top 10 Over \$10,000 Payments

Badgley Landscape	\$35,968.92	ROW & Park Landscape - September 2016
KBA	\$30,550.07	2016 Pavement Overlay Project - August 2016
Transmap	\$27,922.01	ROW , Pedestrian Bikeway & Assets Inventory Project
U.S. Bank - Visa	\$22,686.44	Visa Card Purchases - Citywide
Cityworks	\$21,900.00	Annual Software Maintenance Agreement
Coast To Coast Turf	\$20,900.00	EHS Community Field Turf Replacement
Hartford Insurance (Porter Bros)	\$20,269.49	SCAC - September 2016
Olympic Environmental	\$16,186.38	Recycling Program - September 2016
Stantec Consulting	\$15,351.61	Development Review - August 2016
Plantscapes	\$12,591.99	Slope & Pond Mowing - September 2016

TOTAL \$ 427,287.73

Check #45494 - # 45579

005

17,189.63 +
 62,541.07 +
 22,686.44 +
 233,794.22 +
 91,076.37 +
 427,287.73G +

Accounts Payable

Check Register Totals Only

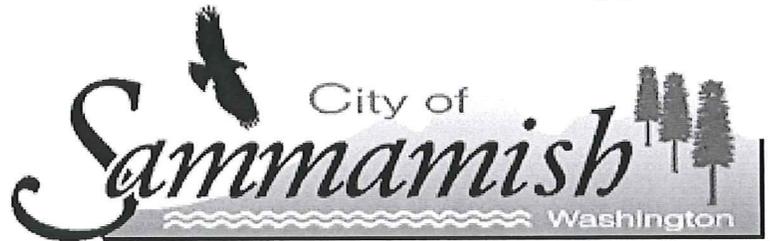
User: mdunham
Printed: 9/16/2016 - 9:21 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45494	09/16/2016	PSE	Puget Sound Energy	17,189.63	45,494
				<u>17,189.63</u>	
Check Total:				<u>17,189.63</u>	

Accounts Payable
 Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
45495	09/20/2016	CENTURY	Century Link	52.80	45,495
45496	09/20/2016	ICMA401	ICMA 401	43,982.37	45,496
45497	09/20/2016	ICMA457	ICMA457	14,018.98	45,497
45498	09/20/2016	IDHW	Idaho Child Support Receipting	200.00	45,498
45499	09/20/2016	NAVIA	Navia Benefits Solution	1,273.44	45,499
45500	09/20/2016	PSE	Puget Sound Energy	2,432.91	45,500
45501	09/20/2016	WASUPPOR	Wa State Support Registry	580.57	45,501
				<hr/> <hr/>	
Check Total:				62,541.07	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
45502	09/26/2016	US BANK	U. S. Bank Corp Payment System	22,686.44	45,502
				<u>22,686.44</u>	
Check Total:				<u>22,686.44</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
Printed: 9/28/2016 - 3:19 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45503	10/04/2016	3SQUARE	3 Square Blocks	3,394.75	45,503
45504	10/04/2016	ALDORTH	Kurt Aldworth	15.12	45,504
45505	10/04/2016	BADGLEY	Badgley Landscape LLC	35,968.92	45,505
45506	10/04/2016	BEST	Best Parking Lot Cleaning, Inc	197.10	45,506
45507	10/04/2016	BHC	BHC Consultants, LLC	5,915.00	45,507
45508	10/04/2016	BMC	BMC West Corp	43.02	45,508
45509	10/04/2016	CADMAN	Cadman, Inc.	1,602.67	45,509
45510	10/04/2016	CHINOOK	Chinook Lumber	378.43	45,510
45511	10/04/2016	CITYWORK	Cityworks	21,900.00	45,511
45512	10/04/2016	DAILY	Daily Journal of Commerce	193.60	45,512
45513	10/04/2016	DILLEY	Jennifer Dilley	977.64	45,513
45514	10/04/2016	ELECTRIC	Electric Lightwave	1,849.21	45,514
45515	10/04/2016	ENGBUS	Engineering Business Systems Inc	1,432.26	45,515
45516	10/04/2016	ENTERPRI	EnterpriseSeattle	415.47	45,516
45517	10/04/2016	ESA	ESA	3,812.63	45,517
45518	10/04/2016	FASTENAL	Fastenal Industrial Supplies	192.53	45,518
45519	10/04/2016	FASTSIGN	Fastsigns Bellevue	525.62	45,519
45520	10/04/2016	HDFOWL	H. D. Fowler Company	38.74	45,520
45521	10/04/2016	HDSUPPLY	HD Supply Waterworks	5,096.40	45,521
45522	10/04/2016	HOFFMAN	Frances Garcia Hoffman	500.00	45,522
45523	10/04/2016	HONEY	Honey Bucket	3,602.50	45,523
45524	10/04/2016	HOWARD	Lyman Howard	34.40	45,524
45525	10/04/2016	HUCK	Kathleen Huckabay	149.80	45,525
45526	10/04/2016	KBA	KBA Inc	30,550.07	45,526
45527	10/04/2016	KCRADIO	King Cty Radio Comm Svcs	2,042.18	45,527
45528	10/04/2016	kingfi	King County Finance A/R	1,421.46	45,528
45529	10/04/2016	LAKESIDE	Lakeside Industries	850.82	45,529
45530	10/04/2016	LIGHTLOA	Light Loads Concrete, LLC	2,623.71	45,530
45531	10/04/2016	LIMBOCKE	Robert Charles Limbocker	300.00	45,531
45532	10/04/2016	MALLORY	Mallory Paint Store	38.63	45,532
45533	10/04/2016	MINUTE	Minuteman Press	723.35	45,533
45534	10/04/2016	MRMOBILE	Mr. Mobile Automotive Service LLC	4,828.95	45,534
45535	10/04/2016	NC MACH	NC Machinery Co	2,398.05	45,535
45536	10/04/2016	PACAIR	Pacific Air Control, Inc	1,621.50	45,536
45537	10/04/2016	PACPLANT	Pacific Plants	1,658.93	45,537
45538	10/04/2016	PACSOIL	Pacific Topsoils, Inc	5,600.00	45,538
45539	10/04/2016	PAPE	Pape Machinery	4,599.00	45,539
45540	10/04/2016	PASTON	Cheryl Paston	12.00	45,540
45541	10/04/2016	PLANTSCA	Plantscapes, Inc	12,591.99	45,541
45542	10/04/2016	SAM	Sammamish Plateau Water Sewer	221.72	45,542
45543	10/04/2016	SEATIM	Seattle Times	425.86	45,543
45544	10/04/2016	SHERWIN	Sherwin-Williams Company	419.17	45,544
45545	10/04/2016	SO	Jovy So	240.00	45,545
45546	10/04/2016	STANTEC	Stantec Consulting Services	15,351.61	45,546
45547	10/04/2016	THOMASJE	Jeff Thomas	756.30	45,547
45548	10/04/2016	TOPTOBOT	Top To Bottom Janitorial, Inc	11,434.62	45,548
45549	10/04/2016	TOYOTA	Toyota Lift NW	811.02	45,549
45550	10/04/2016	TRANSMAP	Transmap Corp	27,922.01	45,550
45551	10/04/2016	TRANSOLU	Transportation Solutions, Inc	5,720.00	45,551
45552	10/04/2016	ULINE	ULINE Shipping Supplies	3,387.50	45,552

Check	Date	Vendor No	Vendor Name	Amount	Voucher
45553	10/04/2016	WAAUDIT	Wa State Auditor's Office	579.06	45,553
45554	10/04/2016	WAEMP	State of Wa Employment Security Dep	14.21	45,554
45555	10/04/2016	WATERSH	The Watershed Company	889.21	45,555
45556	10/04/2016	WATRACTO	Washington Tractor	282.88	45,556
45557	10/04/2016	WAWORK	Washington Workwear Stores Inc	43.78	45,557
45558	10/04/2016	WC3	West Coast Code Consultants, Inc	4,097.50	45,558
45559	10/04/2016	ZEE	Zee Medical Service	431.59	45,559
45560	10/04/2016	ZUMAR	Zumar Industries, Inc.	669.73	45,560
Check Total:				233,794.22	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 9/29/2016 - 9:44 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
45561	10/04/2016	AJIT	Justin Ajit	152.50	45,561
45562	10/04/2016	ASLA	American Society Of Landscape Archi	445.00	45,562
45563	10/04/2016	CEZAR	Susan Cezar	186.62	45,563
45564	10/04/2016	CHINOOK	Chinook Lumber	3,173.25	45,564
45565	10/04/2016	COASTTUR	Coast To Coast Turf Inc	20,900.00	45,565
45566	10/04/2016	FASTSIGN	Fastsigns Bellevue	55.97	45,566
45567	10/04/2016	HARPERJU	Jule Harper	398.50	45,567
45568	10/04/2016	HARTFORD	Hartford Fire Insurance Co	20,269.49	45,568
45569	10/04/2016	HERITAGE	Heritage Bank	969.83	45,569
45570	10/04/2016	ISD	Issaquah School District	994.63	45,570
45571	10/04/2016	JONESELB	Dylan L.B. Jones	1,163.00	45,571
45572	10/04/2016	KINGWAT	King County Finance	6,225.00	45,572
45573	10/04/2016	LIFE	The Lifeguard Store	254.65	45,573
45574	10/04/2016	NC MACH	NC Machinery Co	271.01	45,574
45575	10/04/2016	OER	Olympic Environmental Resource	16,186.38	45,575
45576	10/04/2016	PLATT	Platt Electric Supply	43.77	45,576
45577	10/04/2016	SAM	Sammamish Plateau Water Sewer	12,007.33	45,577
45578	10/04/2016	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	45,578
45579	10/04/2016	SOUNDCED	Sound Cedar	2,379.44	45,579
Check Total:				91,076.37	



Meeting Date: September 20, 2016

Date Submitted: 9/12/2016

Originating Department: Public Works

Clearances:

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

Subject: Final Project Acceptance
2015 Pavement Repair Project
Contract C2015-163

Action Required: Adopt the resolution accepting the 2015 Pavement Repair Project as complete.

Exhibits:

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

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

Summary Statement:

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

Background:

On October 6, 2015 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, NPM Construction Co., for construction of the 2015 Pavement Repair Project in an amount not to exceed \$203,348.00 and to administer a construction contingency in the amount of \$20,300.00. The design and construction management for this project were completed in house by City staff.

Financial Impact:

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

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

Contract Budget (101-000-542-30-48-51)	\$203,348.00
Final Completed Work Under Contract	\$192,337.82 (incl. retainage)
Net Change	\$11,010.18

Recommended Motion:

Approve the final contract amount with NPM Construction Co. in the amount of **\$192,337.82 (incl. retainage)** and adopt the Resolution 2016-_____ accepting the 2015 Pavement Repair Project as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE “2015 PAVEMENT REPAIR”
PROJECT AS COMPLETE.**

WHEREAS, at the Council meeting of October 6, 2015 the City Council authorized the City Manager to enter into a contract with the lowest responsible and responsive bidder for the 2015 Pavement Repair Project; and

WHEREAS, the City Manager entered into Contract C2015-183 with NPM Construction Co. on October 7, 2015; and

WHEREAS, the project was physically completed by the contractor on June 6, 2016;

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

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

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

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

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ OF OCTOBER, 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: September 12, 2016
Passed by the City Council:
Resolution No.: R2016-



Final Contract Voucher Certificate

Contractor NPM Construction			
Street Address BO BOX. 1229			
City MAPLE VALLEY	State WA	Zip 98038	Date 6/7/2016
City Project Number NA	Federal Aid Project Number NA	City Contract Number C2015-183	
Contract Title 2015 PAVEMENT REPAIRS PROJECT			
Date Work Physically Completed 6/6/2016		Final Amount \$ 182,720.92(excl. retainage)	

Contractor's Certification

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



X *Nick Merlino*

Contractor Authorized Signature Required

Nick Merlino

Print Signature Name

Subscribed and sworn to before me this 13th day of June 20 16

X *N Merlino*

Notary Public in and for the State of Washington

residing at Maple Valley

City of Sammamish

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

Approved Date _____

X Derya Itir Dilmen
Project Engineer/Project Administrator

Digitally signed by Derya Itir Dilmen
dn: cn=Derya Itir Dilmen, o=City of Sammamish,
ou=Public Works, email=dilmen@samammish.wa.gov,
date=2016.06.13 15:55:41 -0700

X
City Engineer

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

Exhibit 2



Meeting Date: October 4, 2016

Date Submitted: September 29, 2016

Originating Department: City Manager

Clearances:

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

Subject: Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers, for a 5-year period from August 1, 2016 (approved retroactively) to July 31, 2021.

Action Required: Approval of 5-year Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers

- Exhibits:**
1. Interlocal Agreement with the Issaquah School District for a School Resource Officer (SRO)
 2. Interlocal Agreement with the Lake Washington School District for a School Resources Officer (SRO)

Budget: The City contracts with the King County Sheriff's Office for Police Services, and the 2016 budgeted cost of two School Resource Officers is \$371,096.

Summary Statement:

The previous 5-year Interlocal Agreements ("Agreements") with the Issaquah and Lake Washington School Districts ("Districts") for School Resource Officers expired on July 31, 2016. It is recommended that the City Council approve/renew the 5-year Agreements with the Districts, which include the same terms and conditions as the prior Agreements.

Background:

Since 2000, the City has employed two School Resource Officers – one assigned to Eastlake High School and one assigned to Skyline High School. Both Districts contribute toward the cost of the School Resource Officers.

In 2006, the City and the Districts signed 5-year Agreements, which identified the duties of a School Resource Officer and outlined a cost sharing formula. The Agreements were renewed in 2011.

The City and the District desire to renew these Agreements for another 5-year term, retroactive to August 1, 2016. The terms of the Agreements remain the same.

Financial Impact:

Since the City's Contract with the King County Sheriff's Office for law enforcement services runs January to December, and the School Resource Officer Agreements run August to July, the rate for the first half of the school year is the rate charged for the entire school year. The 2016 rate for a School Resource Officer is \$185,548 per officer.

Under the cost sharing formula, the Districts pay a 50% share for 10-months of the year, reflecting the time that school is in session.

2016 Cost Sharing Overview per officer:

School District's Contribution = \$77,312 ($\$185,548 \times 0.5 \times 10 \text{ months}/12 \text{ months}$)

City's Contribution = \$108,236

During out of school times, the School Resource Officers are performing police work for the City of Sammamish.

Recommended Motion:

Motion to approve the Interlocal Agreements with the Issaquah and Lake Washington School Districts for School Resources Officers.

INTERLOCAL AGREEMENT SCHOOL RESOURCE OFFICER

Pursuant to Chapter 39.34 RCW, this Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2016 by the Issaquah School District (referred to herein as “District”), and the City of Sammamish (referred to herein as “City”), for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is for the City to provide contract services in the form of SRO’s to the District. The services provided include law enforcement and related services as described in this Agreement.

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

- (A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Skyline High School.

Although generally assigned to Skyline High School, the SRO may provide coverage to other schools and areas near Skyline High School and within the City. The services provided by the SRO are in addition to normal police services already provided by the City.

- (B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:

- (1) The SRO must have the ability to deal effectively with a diverse student population.
- (2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the school to which they are assigned.
- (3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the

SRO must be of a high caliber, such that the SRO can effectively and accurately provide resource teaching services.

- (4) The SRO must have the desire and ability to work cooperatively with the School Principal and other building administrative staff and employees.
 - (5) The SRO must be a state certified law enforcement officer.
- (C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or fulfilling training requirements as determined to exist by the Chief of Police or designee.
- (D) Duties of SRO. While on duty, the SRO shall perform the following duties:
- (1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and School Principal or designee.
 - (2) Serve as a resource person in the area of law enforcement education.
 - (3) Conduct criminal investigations of violations of the law on District property or property immediately surrounding District property as assigned by the Sammamish Police Department.
 - (4) Provide law enforcement input into school based security, including teaching District security personnel. Review fencing and security systems on District property.
 - (5) Maintain the peace on District property.
 - (6) Make arrests and referrals of criminal law violators.
 - (7) Provide police counseling to students when requested by the School Principal or designee and student and mutually agreed to by all parties.
 - (8) Secure, handle and preserve evidence.
 - (9) Recover District property through working with other police agencies.
 - (10) Make referrals to social agencies as appropriate.
 - (11) Wear an official police uniform, which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may

be mutually agreed upon by the School Principal and the Chief of Police or designee.

- (12) Perform such other duties as mutually agreed upon by the School Principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Sammamish Police Department and the District.
 - (13) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Sammamish Police Department.
 - (14) Follow all state and federal laws.
 - (15) Maintain a “quarterly activities report” or such other report regarding SRO activities as may be required by the District and the City.
 - (16) Coordinate with other Sammamish Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services.
 - (17) Attend all Sammamish Police Department mandated training as required to maintain law enforcement qualifications and certifications.
- (E) Support Services to be Provided by Sammamish Police Department. The Police Department and the SRO will supply the following services:
- (1) Provide information on all offense reports taken by the SRO to the School Principal or designee, upon request, as the law may allow.
 - (2) Receive and dispatch via telephone, walk-in, radio, District radio frequency and/or pager.
 - (3) Maintain and file uniform crime reporting (UCR) records according to law.
 - (4) Process all police reports.
 - (5) Provide coordination, development, implementation and evaluation of security programs in the school assigned.

- (6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the City.
- (7) Maintain copies of reports generated by officers in compliance with state and federal law.
- (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
- (9) Make presentations to civic groups.
- (10) Maintain criminal justice standards as required by law.
- (11) Coordinate and participate with the School Safety Committee.
- (12) Coordinate crime prevention activities at the assigned school locations.
- (13) Provide security training for selected District Personnel.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be based on the following equation:

- (1) 50% of the annual King County Rate for a School Resource Officer times ten (10) divided by twelve (12) to reflect the number of months school is in session.
- (2) Since the City's Contract with King County for Law Enforcement Services runs January-December and the School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year will be used to compute the School District's share of each School Year's cost.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the City Manager or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this Agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

The term of this Agreement shall be for five (5) years commencing August 1, 2016, and ending July 31, 2021. The District shall receive the SRO services described in Article II for the full term of this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- (1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
- (2) Location for files and records which can be properly locked and secured.
- (3) A desk with drawers, a chair, working table, filing cabinet and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws are at issue. If final judgment is rendered against the District and its officers, agents and employees, or any of them, or jointly against the District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any District policy, procedure, rule or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, the City's liability hereunder—including the duty and cost to defend—shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any

principle of government law is at issue; and if final judgment is rendered against the City and the District and their perspective officers, agents and employees, or any of them, the District shall satisfy the same.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, District's liability hereunder—including the duty and cost to defend—shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE XIV

TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may also be terminated without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this Agreement.

ARTICLE XV

This document comprises the entire agreement between the parties and supersedes any provisions not contained herein.

Ron Thiele, Superintendent
Issaquah School District

Lyman Howard, City Manager
City of Sammamish

Approved as to Form

Michael R. Kenyon, City Attorney
City of Sammamish

Exhibit 1

INTERLOCAL AGREEMENT SCHOOL RESOURCE OFFICER

Pursuant to Chapter 39.34 RCW, this Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2016 by Lake Washington School District (referred to herein as “District”), and the City of Sammamish (referred to herein as “City”), for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is for the City to provide contract services in the form of SRO’s to the District. The services provided include law enforcement and related services as described in this Agreement.

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

- (A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Eastlake High School.

Although generally assigned to Eastlake High School, the SRO may provide coverage to other schools and areas near Eastlake High School and within the City. The services provided by the SRO are in addition to normal police services already provided by the City.

- (B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:
- (1) The SRO must have the ability to deal effectively with a diverse student population.
 - (2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the school to which they are assigned.
 - (3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the

SRO must be of a high caliber, such that the SRO can effectively and accurately provide resource teaching services.

- (4) The SRO must have the desire and ability to work cooperatively with the School Principal and other building administrative staff and employees.
 - (5) The SRO must be a state certified law enforcement officer.
- (C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or fulfilling training requirements as determined to exist by the Chief of Police or designee.
- (D) Duties of SRO. While on duty, the SRO shall perform the following duties:
- (1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and School Principal or designee.
 - (2) Serve as a resource person in the area of law enforcement education.
 - (3) Conduct criminal investigations of violations of the law on District property or property immediately surrounding District property as assigned by the Sammamish Police Department.
 - (4) Provide law enforcement input into school based security, including teaching District security personnel. Review fencing and security systems on District property.
 - (5) Maintain the peace on District property.
 - (6) Make arrests and referrals of criminal law violators.
 - (7) Provide police counseling to students when requested by the School Principal or designee and student and mutually agreed to by all parties.
 - (8) Secure, handle and preserve evidence.
 - (9) Recover District property through working with other police agencies.
 - (10) Make referrals to social agencies as appropriate.
 - (11) Wear an official police uniform, which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may

be mutually agreed upon by the School Principal and the Chief of Police or designee.

- (12) Perform such other duties as mutually agreed upon by the School Principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Sammamish Police Department and the District.
 - (13) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Sammamish Police Department.
 - (14) Follow all state and federal laws.
 - (15) Maintain a “quarterly activities report” or such other report regarding SRO activities as may be required by the District and the City.
 - (16) Coordinate with other Sammamish Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services.
 - (17) Attend all Sammamish Police Department mandated training as required to maintain law enforcement qualifications and certifications.
- (E) Support Services to be Provided by Sammamish Police Department. The Police Department and the SRO will supply the following services:
- (1) Provide information on all offense reports taken by the SRO to the School Principal or designee, upon request, as the law may allow.
 - (2) Receive and dispatch via telephone, walk-in, radio, District radio frequency and/or pager.
 - (3) Maintain and file uniform crime reporting (UCR) records according to law.
 - (4) Process all police reports.
 - (5) Provide coordination, development, implementation and evaluation of security programs in the school assigned.

Exhibit 2

- (6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the City.
- (7) Maintain copies of reports generated by officers in compliance with state and federal law.
- (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
- (9) Make presentations to civic groups.
- (10) Maintain criminal justice standards as required by law.
- (11) Coordinate and participate with the School Safety Committee.
- (12) Coordinate crime prevention activities at the assigned school locations.
- (13) Provide security training for selected District Personnel.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be based on the following equation:

- (1) 50% of the annual King County Rate for a School Resource Officer times ten (10) divided by twelve (12) to reflect the number of months school is in session.
- (2) Since the City's Contract with King County for Law Enforcement Services runs January-December and the School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year will be used to compute the School District's share of each School Year's cost.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the City Manager or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this Agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

The term of this Agreement shall be for five (5) years commencing August 1, 2016, and ending July 31, 2021. The District shall receive the SRO services described in Article II for the full term of this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- (1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
- (2) Location for files and records which can be properly locked and secured.

- (3) A desk with drawers, a chair, working table, filing cabinet and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws are at issue. If final judgment is rendered against the District and its officers, agents and employees, or any of them, or jointly against the District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

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loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment is rendered against the City and the District and their perspective officers, agents and employees, or any of them, the District shall satisfy the same.

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ARTICLE XIV

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ARTICLE XV

This document comprises the entire agreement between the parties and supersedes any provisions not contained herein.

Barbara Posthumus, Assistant Superintendent
Lake Washington School District

Lyman Howard, City Manager
City of Sammamish

Approved as to Form

Michael R. Kenyon, City Attorney
City of Sammamish

Exhibit 2

COUNCIL  *MINUTES*

**Special Meeting
September 20, 2016**

Mayor Don Gerend called the special meeting of the Sammamish City Council to order at 5:30 pm.

Councilmembers present:

Mayor Don Gerend
Deputy Mayor Ramiro Valderrama
Councilmember Tom Hornish
Councilmember Kathy Huckabay
Councilmember Bob Keller
Councilmember Christie Malchow
Councilmember Tom Odell (via tele-conference)

Staff present:

Lyman Howard, City Manager
Jessi Bon, Deputy City Manager
Beth Goldberg, Director of Administrative Services
Jeff Thomas, Community Development Director
Aaron Antin, Finance/IT Director
Angie Feser, Parks & Recreation Director
Steve Leniszewski, Public Works Director
Kim Adams Pratt, Assistant City Attorney
Lita Hachey, Deputy City Clerk

Roll Call

Councilmember Odell was attending via a tele-conference call.

Mike Kenyon, City Attorney gave an explanation of the meaning and purpose of an Executive Session and what can and cannot be addressed during these sessions. No final votes or final decisions can be made during a session.

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

Council left for executive session at 5:35 pm and returned at 6:35 pm. No action was taken.

Resume Open Session

6:35 pm

Pledge of Allegiance

Scout Troop 695 led the pledge.

Approval of Agenda

MOTION: Deputy Mayor Valderrama moved to approve the agenda. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Student Liaison Report - none

Presentations/Proclamations

Recognition: Chief Nate Elledge

City Manager, Lyman Howard presented Chief Elledge with a gift of appreciation and thanked him for his years of service with the City of Sammamish Police Department. Also in attendance were his wife Joanne Elledge and son, Shane. Nate will become the Chief of the King County Airport, Fire Fighter and Police Unit at Boeing Field.

Public Comment

Clifford Hopps, 300 225th Place SE, spoke about the possible Town Center Moratorium and the effect of the development around his home. He feels we should have a moratorium on everything but the Town Center. He stated we need to develop our infrastructure and support our community.

Liz Lindquist, 22622 SE 20th St, spoke about a moratorium and the future development of their property in Sammamish. They would like to sell their property to support their retirement. A moratorium would devastate their plans.

Charles Scott, 3638 248th Pl SE, spoke about recreational vehicle (RV) parking on residential streets. He would like to see a change in the regulations. He suggested a permit for parking overnight for oversized vehicles. Mr. Scott submitted a petition from local residents.

Tim Farrelly, 3630 248th Pl SE, spoke about an enforcement of regulations on RV parking in residential areas and streets. He feels that we should not allow our streets to provide storage of RV's, Jet-skis, motor boats, trailers etc.

Jason Dahners, 101 224th Pl SE, stated he is not in favor of a Town Center moratorium. Both of his properties in the Town Center are under contract with developers and he does not want to see a delay. He is also concerned that the City will lose the grant funding for the SE 4th Street improvements if construction does not begin by Spring 2017.

Ed Zercher, 22244 SE 4th St, spoke about the Town Center moratorium. He is not in favor because of how far Sammamish has come with moving forward to the future. The Town Center will provide what Sammamish needs and has been more than a decade in the making. So much thoughtful planning and deliberation has gone into it already. The Town Center will provide goods, services, jobs, and restaurants that our community needs.

Todd Levitt, 14410 Bel-Red Rd, Bellevue, WA, represents Murray-Franklin, spoke about the moratorium and how his business is a part of the community. Housing demand is outweighing the supply and we need to provide new homes so we can meet that demand.

Deb Sogge, 704 228th Ave NE, Sammamish Chamber of Commerce, gave an update on the Farmers Market. Tomorrow is the last day and she invited everyone to attend. There will be family games, trick or treat preview and fresh farm produce. Ms. Sogge thanked the Council for the years of thoughtful growth and development in Sammamish. She would like to encourage the college coming to the Mars Hill Church for students, adults and local businesses.

Velma Johnson, 111 228th Ave NE, spoke about the possibility of a moratorium and is very shocked and disappointed with this news. She is asking Council to reconsider this decision.

Kim Stevenson, 23924 NE 31st Way, spoke about the possible moratorium. She is against the idea of a moratorium and wonders why Council has even suggested the idea.

Jennifer Kim, 4001 239th Pl SE, Save Sammamish Organization, spoke about Sammamish and the Growth Management Act and showed a presentation (*available upon request of the City Clerk, manderson@sammamish.us*).

John Galvin, 432 228th Ave SE, spoke about the Town Center and questioned if a moratorium is the answer to the problem. He wonders what having a moratorium will it solve at this point, as everything is planned out.

Clark Hartley, 24617 SE 14th St, spoke about the idea of a moratorium and the freedoms of his family and community. He asked where the City feels it has failed, in that now, it is requiring a moratorium? He feels that we already have the regulations we need to make development work in Sammamish.

Chuck and Linda Dulken, 23117 E Main St, spoke regarding the moratorium. They feel that the Council is trying to do the right thing within the boundaries of the regulations. They have been involved over the years in the planning of the Town Center and would like to see this continue. They don't want unnecessary delays as it is too drastic.

Layna Crofts, 22912 SE 37th St, concerned about the YMCA property and wetlands near her home and the surveying that is currently being done. She does not want the recreation center to move forward before there is more residential involvement in the decision making. She would prefer that this land be kept as a natural preserve and protect the wild life.

Council directed staff to follow-up on the surveying and activity with the YMCA site.

Edie Herb, 2026 201st Ave SE, spoke on behalf of Eastside Baby Corner and National Diaper Needs Awareness Week. She thanked Council for the recognition of this event.

Bill Hammond, 24017 NE 14th St, spoke against a moratorium in Sammamish. He would like to see a land process that will work for all our residents.

Upinder Dhinsa, 215 E Lk Sammamish Pkwy SE, he spoke about the development in Sammamish. He would like to see balanced development and is against a moratorium.

Douglas Bean, 2028 E Lk Sammamish Pkwy, spoke regarding individual rights and collective good. He is not in favor of a moratorium and feels it is too late for that. He feels that Council will be interfering with individual rights at this point.

Sam Rodabough, 11820 Northrup Way, Suite E200, Bellevue, Land Use and Real Estate Attorney, spoke regarding growth in Sammamish and the moratorium proposal. He feels that at moratorium is not the solution. He would like to see more education for our citizens to understand what is happening in the City. He stated that we are already held to a high standard here in Sammamish.

Mary Wictor, 408 208th Ave NE, spoke about Landslide Hazard Area and the drainage areas associated with this and showed a presentation (*available upon request of the City Clerk, manderson@sammamish.us*)

Eva Otto, 4031 Evanston Ave, Seattle, Land Broker, spoke with regard to a possible moratorium in Sammamish. She is in favor of the Town Center and feels it is a thoughtful process. She is against a moratorium and would like to see the topic dismissed.

Dave Augenstein, 723 212th Ave SE, spoke against the moratorium and would like to be able to sell his land and retire in the future. He feels that there is no need for a moratorium at this time.

Holly Moffatt, 416 228th Ave SE, she would like to see the City move forward with the Town Center project and is against any moratorium.

Stacie Peters, 4240 40th Pl SE, she feels the Town Center is a good idea and that we should focus our growth in that area. She doesn't feel that we need high density developments like Highcroft and a moratorium for these type of projects would be a better idea

Denise Darnell, 2121 200th Ave SE, spoke about the large, high density developments like Highcroft. She is concerned about our growth management and the over-flow of in our local schools.

David Hoffman, Master Builders Assoc., 335 116th Ave SE, Bellevue, WA, spoke regarding a possible moratorium in Sammamish and the difficulty that builders are already having in finding available land and keeping up with the current demand for homes.

Kerek Edwards, 2809 204th Ave SE, spoke about the Town Center and he is against the possible moratorium. He feels that the Town Center should proceed as planned. So much time has already been spent on preparing and planning this project.

Consent Agenda

Payroll for period ending August 31, 2016 for pay date September 2, 2016 in the amount of \$372,948.76

Approval: Claims For Period Ending September 20, 2016 In The Amount Of \$ 3,396,325.50 For Check No. 45352 Through 45493

Resolution: A Resolution Of The City Of Sammamish, Washington, Granting Final Plat Approval To The Plat Of Laurel Park (R2016-694)

Resolution: A Resolution Of The City Of Sammamish, Washington, Amending Resolution R2015-655 And The City's Master Fee Schedule (R2016-695)

Contract: City Buildings Fire Protection Services/Fire Protection, Inc.

Contract: Sammamish Landing Completion Phase Design/HDR Engineering

Amendment: Storm and Surface water Management Comprehensive Plan Update/Windward Environmental

Proclamation: National Diaper Awareness

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

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

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

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

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

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

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

Therefore, I, Donald Gerend, Mayor of the City of Sammamish do hereby proclaim the week of:

September 26 through October 2, 2016 as **Diaper Need Awareness Week**

in the City of Sammamish and encourage the citizens of Sammamish to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Sammamish and environs.

Proclamation: Welcome America

Approval: Minutes for September 6, 2016 Regular Meeting

Approval: Notes for September 13, 2016 Study Session

MOTION: Deputy Mayor Valderrama moved to approve the Consent Agenda. Councilmember Keller seconded. Motion carried unanimously 7-0.

Council recessed at 8:26 pm till 8:39 pm.

Public Hearing

Resolution: Resolution Of The City Of Sammamish, Washington, Approving And Confirming The Special Assessment Roll For Beaver Lake Management District #1

Director of Community Development, Jeff Thomas and David Goodman, Management Analyst, showed a presentation on the Beaver Lake Management District Assessment Roll. (*available on the City website at www.sammamish.us*)

Public hearing opened at 8:45 pm and closed at 8:46 pm with no comments.

MOTION: Councilmember Malchow moved to approve the resolution approving and confirming the Special Assessment Roll for Beaver Lake Management District #1 as amended, to approve only those properties in the City of Sammamish which are wholly or partially within the Beaver Lake Basin Boundary. Councilmember Hornish seconded. Motion carried unanimously 7-0 (R2016-696).

Unfinished Business - None

New Business

Discussion: 2017/2018 Biennial Budget

City Manager, Lyman Howard gave an introduction of the process of the budget and Director of Finance Aaron Antin gave a staff update on the operating principles and the preliminary budget and showed a presentation of the budget process. Deputy City Manager Jessi Bon discussed the Major Work Plan Items and continued with the presentation. *(presentation available on the City's website at www.sammamish.us).*

Any Council questions should be submitted to staff by October 3, 2016.

Deputy Mayor Valderrama would like to know how many employees were hired in 2016 and how many employees are there now? Mr. Antin stated that Sammamish currently employs 90 people and Lyman Howard will follow-up with Council on the increase in staffing.

Mr. Howard explained that the need for more staff is due to the fact that staff is extremely busy. The community and Council have expressed that we are not quite hitting the mark and feel staff is not as responsive as they used to be. We would like to provide a better level of service and will need more staff to do that.

Councilmember Keller suggested that the Finance Committee give guidance to Council on what are the key areas of the Budget to focus on. Councilmember Huckabay stated that surface water and the Transportation Improvement Plan (TIP) dollars are priority items.

Councilmember Odell stated that Transportation and Community Development are other areas of importance.

Council moved to extend the meeting until 11:00 pm.

Council recessed from 10:00 pm till 10:05 pm.

Policy: Private Property Storm and Surface Water Management Responsibilities

Director of Public Works Steve Leniszewski and Cheryl Paston, Deputy Director of Public Works gave a brief overview of the hand-off of a draft policy relating to private property storm and surface water management responsibilities.

Councilmember Huckabay, Finance Committee Chair, gave an update on the work done on the policy to date and the hand off to Council for their review. Questions should be submitted by October 3, 2016 to Mr. Leniszewski or Ms. Paston, to be addressed more fully at the next meeting on October 4, 2016.

Deputy Mayor Valderrama would like to know what the policy issue is? Councilmember Huckabay explained that there are many more areas that need to be looked at, not just the Tamarack neighborhood.

Councilmember Hornish asked when this policy would be adopted? Mr. Leniszewski stated it would be at the Council's discretion.

Contract: Interim Maintenance Director and Maintenance Strategic Plan/Demarche Consulting

Ms. Bon and Glenn Akramoff, Demarche Consulting gave a brief staff report and showed a presentation (*presentation available on the City's website at www.sammamish.us*).

MOTION: Councilmember Hornish moved to authorize the City Manager to approve the contract for the Interim Maintenance Director and Maintenance Strategic Plan in an amount not to exceed \$200,000.00. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Councilmember Keller asked about the current maintenance facility's size and needs. Do we need more space? Jessi Bon indicated that we need a facility and yard in the south end of the City. There is a lot of inefficiency with having one facility in the north end of the City. The current footprint of the Beaver Lake shop cannot be expanded due to wetland constraints.

Discussion: Development Moratorium

City Manager Lyman Howard, Mr. Thomas and Mr. Leniszewski gave a staff update and showed a presentation. (*Presentation is available on the City website at www.sammamish.us*)

Mr. Howard stated the following:

"Last week, on September 13th Deputy Mayor Valderrama asked his fellow City Councilmembers to join him in directing the City Manager to begin a 60-day process to do a study and encourage public input for the establishment of a moratorium across the Town Center (TC) so we can appropriately start to plan what we are doing in the City...in the areas of infrastructure, of the water, the sewage, the traffic.

You will recall we held a round table discussion on growth the previous week and we were in the process of compiling comments on the options for managing growth from the participants.

The concept of a moratorium was mentioned as one of the options, but not necessarily the leading option. Other items suggested included:

- *Purchase land to preserve it.*
- *Implement Design Standards.*
- *Increased preservation of Trees and reforestation.*
- *Build infrastructure (roadway and surface water) prior to/concurrent with development.*
- *Reduce zoning densities – down zone.*
- *Require buffers between neighborhoods and roadways.*

Designating the Town Center for moratorium consideration isn't consistent with what is happening there.

- *We have a Town Center plan supporting smart growth.*
- *We have a developer aggregating much of the property.*
- *The TC plan densities were designed to preserve the neighborhoods by taking half the growth*
- *Design standards are in place.*
- *Surface Water infrastructure with be in place and regionalized per initial plans from developer.*
- *Roadway infrastructure with be in place prior to people.*

The Town Center Plan has taken a decade and a half to come to life, it is showing great promise that matches the vision of the community...The Town Center Plan is at a crossroads, it is moving forward within the potential envisioned. If we derail this effort, I fear that we will not recover the momentum that has started to build. Given the cyclical nature of economics, a delay could become a 20-30 year failed promise.

I'll remind Council that you 've been busy with improvements to our code and control of development in Sammamish including:

Updated Comprehensive plan, stringent Tree Retention Standards, Public Works Standards and Surface Water Comprehensive plan and related development codes, including enhancements beyond what is required.

I have reached out to Ron Thiele of the Issaquah School District. He said they would be neutral to the idea of a moratorium. They have sufficient plans in place to address the current and continued growth. They have a Bond issue that just passed that will allow them to add sufficient capacity, including remodeling of schools and building new ones. This includes elementary schools, middle school and a new high school. He made it clear that there is no need to enact a moratorium on their behalf.

Traci Pierce from the Lake Washington School District had the same perspective. They have a Long Term plan to manage the growth and should not be a reason to enact a moratorium.

I reached out to Jay Krauss with the Sammamish Plateau Water District. They have no sewer capacity issues or constraints for growth. They have capacity up to 2026-2032 and are working with Metro for a capacity project in the timeframe of 2014 to 2028. He made it clear that Sammamish Plateau Water shouldn't be the reason for moratorium.

From my perspective, I recommend we continue to work on our planning efforts, including finding better ways to manage growth outside of a moratorium.

Investigate and work with the community on the solutions suggested in the round table discussions.

If Council desires a moratorium area for consideration, I'd suggest options other than the Town Center.

Additionally, a 60-day discussion on having a moratorium will cause a rush to vest, overwhelming staff and cause a flight from quality submissions.

If I or staff can inform your discussions, please feel free to call upon us. We also have Jay Regenstrief here from the Sammamish Plateau Water District. I'd like to ask Jeff Thomas, our Community Development Director to remind Council of the Town Center implementation strategy you approve on May 24th."

Jeff Thomas presented a slide on the Town Center Implementation Strategies: Table A (from a Memo presented at a Study Session on May 10, 2016)

Councilmember Huckabay spoke about citizens who would like to downsize into a smaller home, possibly in the Town Center.

Councilmember Keller spoke about the process for developing the Town Center and the consequences of a moratorium.

Councilmember Malchow does not feel a moratorium in the Town Center addresses the needs of our citizens. Communicating out to the citizens is key to help them understand what is happening. We have heard from citizens and their main concerns are tree retention and traffic.

Deputy Mayor Valderrama stated that it is important to remember that the Town Center plan was developed 12 years ago and our infrastructure is unable to handle the growth with traffic, stormwater and tree retention. He feels that we need to address the setbacks and buffers in the Town Center and for 228th Ave. He feels we need to direct the staff of open a sixty-day study, have public input and develop recommendations and come back to Council. The study should include growth managing, necessary code changes and capital infrastructure plans that need to be accelerated.

Councilmember Hornish feels that the majority of those citizens speaking tonight were focused on the money and not the environment. He does not feel that we need a moratorium or a study at this time. He questioned what will happen after the Town Center is complete. Can we enforce a moratorium at that time?

Mayor Gerend referred to the "Table A" presented and made some suggestions. He feels that during the Council retreat in January this information can be discussed.

Councilmember Odell feels a moratorium on the Town Center is the wrong place to do it. He feels that the Town Center still has items that need to be reconsidered and brought back to Council before the January retreat. We have not yet seen the impact of some of the code changes we have made. More code changes are needed, like buffers along major arterials for trees. Mr. Odell stated that a

moratorium would be better served on everything but the Town Center area but he is not ready at this point to do that.

Mayor Gerend stated that looking at the table presented and the short, medium and long term timing, one thing that Council could do is to continue making adjustments to it. The three projects underway have put in the vaults and that has eliminated the open retention ponds. He agrees to continue the studies looking at stormwater and traffic and have staff come back in January with further discussion. Deputy Mayor Valderrama stated that, at the Retreat, staff to bring and identify accelerations to the infrastructure, potential code changes that might be considered and also solutions for stormwater and regional stormwater retention.

Councilmember Keller feels that more people are now aware of the Town Center plan and how much planning/community input has already been put into it.

Councilmember Odell would like to bring back the tree ordinance and code issues before the retreat.

City Manager Howard agreed that there are many issues and citizen input to be discussed and staff will bring this back to Council before the retreat.

Council moved to extend the meeting until 11:30 pm

Council Reports/Committee Reports

Councilmember Kathy Huckabay will be attending a METRO meeting tomorrow, Wed. Sept. 21. They will be reviewing METRO's long range plan. She suggested a retreat item could be: Can Metro/ bus service provide what we need for the City? How should we move forward with this?

Councilmember Bob Keller attended the Sound Cities Association, Public Issues Committee meeting on low income housing tax credits. He will provide more information on this to Council. Sammamish Drug-Free Coalition met this week and unfortunately did not qualify for the grant to partner up with the To Influence the Choice Group. They plan to strategize and apply again next year.

Councilmember Christie Malchow attended the Friends of Issaquah Salmon Hatchery event last Friday. She attended the Transportation Committee meeting. Tomorrow is the Surface and Stormwater Management Open House here at City Hall at 5:00 pm. Next week she is attending a course on local planning, put on by the Washington Cities Insurance Authority. This is open to anyone who would like to attend.

Deputy Mayor Ramiro Valderrama attended the Housing Summit this past weekend with Mayor Gerend.

Councilmember Tom Hornish attended the Human Services meeting last week, which included a presentation by ARCH (A Regional Coalition for Housing) related to funding.

Councilmember Tom Odell spoke about the salmon situation and attended the WRIA 8 meeting last week. There are larger returns to the hatcheries, but are continuing to lose fry. Light pollution in Lake Sammamish was also an issue. He attended the Transportation Committee Meeting and stated that the Inglewood Hill project is on schedule, the ITS (Intelligent Traffic System) will be completed all the way to Redmond. The ITS will be updated, with the schools re-opening and daylight becoming shorter. Traffic models will be rerun for SE 4th street in the Town Center. There was a staff update on Sahalee Way and an Open House will be scheduled around the first of the year.

Mayor Gerend spoke with Brian McCartan, CFO from Sound Transit this week regarding the ST3 plan. He would like to get representatives for the Pro and a Con statement to attend the Council meeting October 4th when they will be discussing the ST3 plan. Council will decide what stance they will take at that time.

City Manager Report

Update: Mars Hill Church

Lyman Howard had the following statement about the Mars Hill Church property:

“Progress has been made in bringing higher education to Sammamish. Higher Education was the intent expressed when purchasing the Mars Hill Facility. There have been several starts and stops when the three institutions, Bellevue College, Lake Washington Technical College, and Cascadia found themselves unable to follow through on their original letter of interest...all for a variety of reasons. We considered looking at other partners that showed interest...Digipen, and a Vedic University as well as several leasing opportunities both shorter and longer term. Central Washington University (CWU) showed interest and Council directed the Council Team and the City Manager to continue the discussions and potential of a relationship with them.

CWU performed a survey of citizens, interviewed community leaders, talked to the schools and discussed the potential with staff and council.

Based on that, CWU brought 24 staff from the Ellensburg campus, including the Assistant Provost, department heads and deans to visit the facility and meet with the Sammamish team.

Based on that visit and the encouraging potential, CWU staff determined that they wanted to meet with several of our legislators to gauge the educational environment in terms of legislative support, given the upcoming McCleary legislative budget year. Provost Katherine Frank and Government Affairs Director Ann Anderson visited and discussed the potential of the site with the Team. The President, Jim Gaudino, his wife and the Provost, Katherine Frank visited the prior Monday to see for themselves and meet with the team. At this point CWU is in the process of working with us to create a proposal.

There is no guarantee of the proposal/agreement being accepted by both parties, as we don't know the terms. I've been told that they have a strong commitment to the partnership.

The President and Board of Trustees are planning to visit the site and would like to meet with the full Council on October 20th as the first part of their monthly trustee meeting. I will be working on providing you with more details as they are worked out.

Items unknown at this time include; timing of the building being utilized, the definition of risk sharing, the business plan phasing model, the number of students and associated classes or curriculum and the Sammamish Running Start component of that mix.

I've been in contact with the President, the Provost, the Government Relations Director and their CFO and all have expressed their strong interest in this partnership.

In addition, I am to discuss the process with Ann Anderson and Linda Schactler, Chief of Staff later this week.

I understand Council's desire to have a backup plan. I propose that I report back to you by the 11/15/ 2016 Council meeting with an assessment of where we are with CWU.

I've asked Public Works to review traffic studies relating to its use as a facility of higher education, including trip dispersion and timing impacts. Part of this needs to be done in conjunction with CWU's proposal and business plan.

To preserve options, I've directed Community Development to propose a docket request for the 2017 Comp Plan Update, for Council consideration, of changing the zoning to allow a wider set of uses for the property. It is currently zoned residential and is the only property on the east side of 228th not either part of the Sammamish Highlands or the Town Center. This preserves Council options, as there is a deadline of September 30th.”

MOTION: Councilmember Malchow moved to direct the City Manager to continue to engage Central Washington University (CWU) in discussions about securing a lease, the next CWU board meeting, the next CWU visit and update Council on November 15th and at that point it should come back for discussion with the full Council for potential alternative considerations for the property if they have not

formally committed to use the Mars Hill property. Further, a traffic impacted analysis of impacts of Central Washington University's initial intended use of the property through their full intended use of the campus including full four-year university would be required to formally proceed. Councilmember Valderrama seconded. Motion carried 7-0.

Deputy Mayor Valderrama is concerned that if we don't have a formal commitment by November that we will lose another year. We need to start now to look at other alternatives or liquidation of that property.

Councilmember Hornish confirmed that a transportation impact analysis needs to be done before we accept any form of agreement.

Councilmember Keller stated that he is encouraged that CWU will give us a proposal in a very short time.

Executive Session – none

Meeting adjourned at 11:33 pm

Lita Hachey, Deputy City Clerk

Donald J. Gerend, Mayor



Meeting Date: October 4, 2016

Date Submitted: 9/28/2016

Originating Department: Public Works

Clearances:

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

Subject: SE 4th Street Geometric Approval

Action Required: Provide staff with direction on the SE 4th Street project

Exhibits: None provided

Budget: SE 4th Street Transportation Improvement Plan (TIP) Project Estimated Cost:
\$15,462,768
(Cost matches draft 2017-2022 TIP)

Summary Statement:

Staff is requesting guidance from City Council to move forward with SE 4th Street design relative to the 228th AVE SE & SE 4th streets intersection configuration. In order to prevent further schedule delay and meet the Transportation Improvement Board (TIB) grant requirements, a roadway footprint (roadway sections and intersection types) must be determined.

Background:

The SE 4th St Improvement project is a concurrency project listed on the Capital Facilities Plan. In 2015 the City hired Perteet, Inc. to prepare engineering plans for the purpose of constructing SE 4th St to meet concurrency requirements and spur development within the Town Center. During the preliminary design phase, traffic modeling studies showed that while the SE 4th proposed design would meet concurrency requirements, the intersection of 228th Ave SE and SE 4th St would fail concurrency requirements for future traffic volumes. This finding was concerning because potential solutions to improve the 228th Ave and SE 4th St intersection have impacts that extend west onto the portion of SE 4th currently being designed.

Staff and the design team have been working through impact scenarios and discussing options with the Transportation Committee. Staff desires to provide feedback to City Council based on preliminary Town

Center development applications that have recently been made and seek direction on how to proceed with project design.

Financial Impact:

The SE 4th Street improvement project is a concurrency project. Cost to construct elements of the project that are consistent with requirements for an arterial collector road (current SE 4th Street classification) are reimbursable to the City through traffic impact fees paid by new development.

The anticipated cost for this project, based on analysis for the Six Year Transportation Improvement Program, is \$15,462,768 (this includes preliminary right-of-way costs, construction engineering, and construction costs). In addition to impact fees, the City was awarded a TIB grant for \$4,000,000 to construct SE 4th Street from 218th Avenue SE to 228th Avenue SE.

Recommended Motion:

Staff is seeking a motion by City Council to provide direction on the SE 4th Street project.



Meeting Date: October 4, 2016

Date Submitted: 9/28/2016

Originating Department: Public Works

Clearances:

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

Subject: Discussion: Private Property Storm and Surface Water Management Responsibilities

Action Required: Discuss the private property storm and surface water management responsibilities policy and refer to the Utilities Subcommittee for review

Exhibits: 1. Private Property Storm and Surface Water Management Responsibilities Policy - DRAFT

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

Summary Statement:

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

Background:

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

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

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

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

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

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

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

Financial Impact:

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

Recommended Motion:

We have not received any other comments or questions, so based on discussions with the Council, it is recommended that the draft policy be referred to the Utilities Subcommittee for additional review before final adoption by the full Council.

SMC 13.20.090 Drainage facilities accepted by Sammamish for maintenance.

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

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

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

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

(i) Flooding,

(ii) Downstream erosion,

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

(iv) Safety hazard associated with the facility,

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

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

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

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

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

(a) Flooding;

(b) Downstream erosion;

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

(d) Safety hazard associated with the facility;

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

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

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

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

13.20.100 Drainage facilities not accepted by Sammamish for maintenance.



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

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

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

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

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

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

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

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

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

Private Property Storm and Surface Water Management Responsibilities

Policy

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

1. There is a public benefit and the cost is justified by that benefit;
2. Easement or property for construction, maintenance and operations of the facility is offered by the property owner(s) at no cost;
3. The system meets current City standards or is brought up to current City standards by the owner(s). (The City may choose to provide resources to accomplish this condition per the discussion below);
4. The City has adequate resources to maintain and operate the system; and
5. If a detention system, the system serves a residential subdivision or short subdivision plat or short plat (rather than a commercial or institutional property).

Discussion

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

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

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

- Owning and maintaining the stormwater system would not necessarily address the City's water quality and flood control responsibilities because pollutants and runoff originate throughout each drainage basin. Also, most of the primary conveyance systems are streams (riparian corridors), and streams are regulated through local and state laws.
- Acquiring all conveyance systems and bringing them up to standard would be high in capital cost and would also result in increased operation and maintenance costs.
- Assuming substandard systems could increase City liability.

Exhibit 1

- Continuing to work with property owners to ensure maintenance of privately owned detention systems is an objective of the City's stormwater maintenance and inspection program.
- Assuming ownership of private systems is not necessarily equitable to ratepayers.

If the City decides to contemplate the acquisition, construction or acceptance of additional new or existing private storm or surface water system components, it should carefully weigh the environmental, capital, operations, maintenance and replacement/rehabilitation costs against the benefits such system would provide to the general public or in reducing the costs for the City to meet its NPDES permit conditions and other regulatory requirements, meet the goals in any City-adopted Plan, or to reduce/mitigate risks of damage to public roads or infrastructure. The City should consider implementing a program to sharing the capital and ongoing maintenance and operational costs with the benefitting private property owners if the aforementioned benefits, from the City's perspective, do not significantly outweigh the costs for the City to take on all responsibilities associated costs.

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

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

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

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



Meeting Date: October 4, 2016

Date Submitted: 9/23/2016

Originating Department: Public Works

Clearances:

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

Subject: Gas and energy services non-exclusive franchise agreement between the City of Sammamish and Puget Sound Energy (PSE)

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

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

Budget: NA

Summary Statement:

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

This is the first reading of the ordinance, for discussion only. The second reading and approval are scheduled for the Council meeting on Tuesday, October 18.

In addition to the franchise agreement, City staff have also developed a Memorandum of Understanding (“MOU”) with PSE regarding procedures to govern relocation of PSE facilities when necessary. This MOU is intended to be a document providing mutually agreed upon expectations which are more detailed than normally provided for in a franchise agreement. The MOU will help us establish procedures for City projects that will clearly support our needs and provide detailed expectations of PSE and ourselves, creating manageable and successful projects. This MOU is proposed to be completed in concert with the adoption of the ordinance and is included for review and discussion only. At the Council meeting on Tuesday, October 18, staff will recommend the Council authorize the City Manager to sign this MOU.

Background

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

A few items to review relative to franchise agreements:

- A “Franchise Agreement” is adopted via an ordinance and grants a service provider general permission to enter, use, and occupy all or part of the public rights-of-way (streets, alleys, bridges, etc.) of the City for the purpose of constructing, installing, maintaining, and operating its facilities and equipment.
- The franchise agreement that the City of Sammamish had with PSE expired on September 22, 2006.
- A special note for Franchise agreements per RCW 35A.47.030: No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the City's legislative body on the day of its introduction, nor for five days thereafter. Staff would expect that this item be placed on the October 18 Council consent agenda for approval.

Financial Impact:

NA

Recommended Motion:

Conduct first reading of the ordinance.

**CITY OF SAMMAMISH
WASHINGTON**

ORDINANCE NO. O2016 - ____

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

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

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

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

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

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

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

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

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

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

CITY OF SAMMAMISH

Donald J. Gerend, Mayor

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R Kenyon, City Attorney

Filed with the City Clerk: September 28, 2016

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

EXHIBIT A

ELECTRIC AND GAS FRANCHISE AGREEMENT

10-04-2016

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

██████████, 2016 – ██████████, 2041

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

EXHIBIT A

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

Section 2. Facilities Within Franchise Area.

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

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

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

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

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

Section 3. Noninterference and Maintenance of Facilities.

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

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

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

Section 4. Permits; Restoration.

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

EXHIBIT A

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

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

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

Section 5. Maps and Drawings.

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

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

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

Section 6. Right to Complete Work.

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

Section 7. Relocation of Facilities.

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

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

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

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

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

Section 8. Undergrounding of Facilities.

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

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

Section 9. Indemnification.

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

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

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

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

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

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

Section 10. Reservation of Rights.

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

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

Section 11. Moving Buildings within the Franchise Area.

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

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

Section 12. Use of Facilities by City.

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

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

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

Section 13. Vegetation Management.

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

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

Section 14. Street Lighting.

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

Section 15. Recovery of Costs; Permit Fees.

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

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

Section 16. Default.

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

Section 17. Nonexclusive Franchise.

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

Section 18. Franchise Term.

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

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

Section 19. Insurance.

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

19.1.1 General liability insurance with limits not less than:

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

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

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

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

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

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

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

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

Section 20. Memorandum of Understanding.

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

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

Section 21. Assignment.

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

EXHIBIT A

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

Section 22. Miscellaneous.

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

Section 23. Dispute Resolution.

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

EXHIBIT A

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

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

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

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

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

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

EXHIBIT A

Section 24. Severability.

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

Section 25. Ratification.

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

Section 26. Effective Date.

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

AGREED TO AND ACCEPTED BY:

FRANCHISEE: PUGET SOUND ENERGY, INC.

By: _____

Its: _____

Date: _____

CITY OF SAMMAMISH: By: _____

Its: City Manager

Date: _____

Approved as to form by:

City Attorney

10-2016

Memorandum of Understanding Facilities Relocation Procedure

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

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

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

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

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

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

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

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

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

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

Facilities Relocation Procedure

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

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

Exhibit 2

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

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

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

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

Exhibit 2

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

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

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

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

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

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

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

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

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

Agreed and Accepted this _____ day of _____, 2016

PUGET SOUND ENERGY, INC.

CITY OF SAMMAMISH

(Title)

City Manager

Approved as to form:

_____ **City Attorney**

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES

(N)

1. AVAILABILITY

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

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

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

2. AGREEMENT PROVISIONS

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

(N)

Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

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

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation

PUGET SOUND ENERGY
Electric Tariff G

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

(N)

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

(N)

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PUGET SOUND ENERGY
Electric Tariff G

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

(N)

- c. The Government Entity may, at its option, install ducts and vaults, provided that (i) pursuant to the Design Agreement and the Construction Agreement the Government Entity and the Company have mutually agreed upon (A) the cost of such installation to be included in the Cost of Conversion and (B) the specifications and standards applicable to such installation, and (ii) such installation is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company for such installation pursuant to the Design Agreement. To the extent the Government Entity installs any of the Facilities pursuant to the Construction Agreement, the Company shall not be required to do so under this Schedule.
- d. A Government Entity that is a municipality shall notify all persons and entities within the Conversion Area that electric service to such persons and entities must be converted from overhead to underground (as provided for in the Company's Electric Tariff G) within the applicable statutory period following written notice from the Government Entity that service from underground facilities is available in accordance with RCW 35.96.050. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to persons and entities failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

3. INSTALLATION AND OPERATING RIGHTS:

- a. The Company may install all of the Facilities within a Public Thoroughfare in the locations provided for in a franchise previously granted by the Government Entity or otherwise provided for in the grant of rights referred to in Section 1.b. The Government Entity shall act in good faith and shall use its best efforts to provide space sufficient for the safe and efficient installation, operation, repair and maintenance of all of the Facilities ("Sufficient Space") within the Public Thoroughfare in the Conversion Area, and the Company shall act in good faith and shall use its best efforts to install Facilities in such space within the Public Thoroughfare. If the Company and the Government Entity agree that there is not or will not be Sufficient Space within the Public Thoroughfare in the Conversion Area, then the Government Entity shall provide Sufficient Space by obtaining additional Public Thoroughfare or other equivalent rights mutually agreeable to the Government Entity and the Company, title to which shall be in the Government Entity's name.

(N)

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By:



George Pohndorf

Title: Director, Rates & Regulation

**PUGET SOUND ENERGY
Electric Tariff G**

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

(N)

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

4. GENERAL

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

(N)

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By:



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PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
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(Continued)

(N)

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

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

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

6. CANCELLATION

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

7. STREET LIGHTING

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

(N)

Issued: June 26, 2002

Effective: July 1, 2002

Advice No.: 2002-12

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

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation

**PUGET SOUND ENERGY
Electric Tariff G**

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

(N)

8. UNDERGROUND SERVICE LINES

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

9. GENERAL RULES AND PROVISIONS

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

10. DEFINITIONS

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

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

(N)

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

(N)

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

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

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

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

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

(N)

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

(N)

Issued: June 26, 2002
Effective: July 1, 2002**Advice No.:** 2002-12

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

Issued By Puget Sound Energy

By:



George Pohndorf

Title: Director, Rates & Regulation

HONORABLE MAYOR AND CITY COUNCIL
CITY OF SAMMAMISH, WASHINGTON

In the matter of the application	:	
of Puget Sound Energy, Inc., a	:	Franchise Extension
Washington corporation, for a	:	Ordinance No. O2005-184
franchise to construct, operate	:	
and maintain facilities in, upon,	:	
over under, along, across and	:	
through the franchise area of the	:	ACCEPTANCE
City of Sammamish, Washington	:	

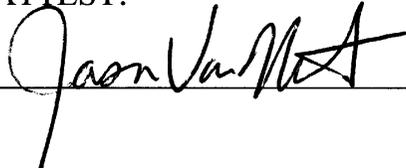
WHEREAS, the City Council of the City of Sammamish Washington, has granted a franchise extension to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. O2005-184, bearing the date of October 4, 2005; and

WHEREAS, a copy of said Ordinance granting said franchise extension was received by the Puget Sound Energy, Inc. on October 18, 2005, from said City of Sammamish, King County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Sammamish, King County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned Director, Community Services thereunto duly authorized on this 21st day of October, 2005.

ATTEST:



PUGET SOUND ENERGY, INC.

By: 

Copy received for City of Sammamish

October 28, 2005

By: 
City Clerk

November 2, 1994

Introduced By: BRUCE LAING
GREG NICKELS

CLT:lm

Proposed No: 94 - 738

ORDINANCE NO. **11609**

AN ORDINANCE approving a franchise for Washington Natural Gas Company to construct, operate and maintain a natural gas system in all King County Council Districts except 2, 4 and 10, and authorizing the Executive to execute the franchise agreement.

STATEMENT OF FACTS:

1. Washington Natural Gas Company has filed an application for a franchise in all council districts except 2, 4 and 10 to construct, operate and maintain a natural gas system to serve all of unincorporated King County in accordance with R.C.W. 36.55.010.

2. Washington Natural Gas' existing franchise Number 607, as extended by King County Council Motion 9260, expires on December 31, 1994.

3. Washington Natural Gas' franchise application was referred to the relevant county departments for review.

4. King County and Washington Natural Gas Company have negotiated a mutually acceptable franchise agreement which has the approval of the department of public works, roads division and the prosecuting attorney's office.

5. The King County executive has recommended approval of the franchise.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The granting of a franchise to the Washington Natural Gas Company to construct, operate and maintain a natural gas system within King County is hereby approved. The King County executive is authorized to enter into and execute the natural gas system franchise, which by this reference is fully incorporated herein. Said franchise shall include all of the general and special conditions required by the county.

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SECTION 2. If within 30 days after the granting of this franchise, the applicant shall have failed to sign the written acceptance incorporated herein, then the rights and privileges granted herein shall be forfeited and said franchise shall be null and void.

INTRODUCED AND READ for the first time this 21st day of November 1994.

PASSED by a vote of 13 to 0 this 19th day of December, 1994.

KING COUNTY, COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Arnold A. Peterson
Clerk of the Council

APPROVED this 23rd day of December, 1994

Ben Lyda
King County Executive

Attachments:

A. Franchise Agreement

11609

UTILITIES

FRANCHISE NO. _____

In the matter of the application for a franchise to operate, maintain, repair, and construct transmission and service lines and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

The application of WASHINGTON NATURAL GAS COMPANY for a franchise to operate, maintain, repair and construct transmission, distribution and service lines and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 19th day of December, 19 94. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a natural gas system franchise be granted to WASHINGTON NATURAL GAS COMPANY, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair, and construct transmission, distribution and service lines and appurtenances as a part of its transmission and distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A."

11609

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in 25 years on December 19, 2019.

Dated this 27TH day of DECEMBER, 1994.

KING COUNTY, WASHINGTON

BY Benja Woo

TITLE FOR KING COUNTY EXECUTIVE

The undersigned accept all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained within.

WASHINGTON NATURAL GAS CO
GRANTEE

[Signature]

TITLE SR. V.P. LEGAL

Dated this 22ND day of DECEMBER, 1994.

Exhibit "A"

That portion of King County, Washington, described as follows:

Beginning at a point where the common line between Snohomish and King Counties meet at a common line between King and Kitsap Counties, said point being the TRUE POINT OF BEGINNING; thence east along the common line between King and Snohomish Counties to the northeast corner of Section 1, Township 26 North, Range 8 East, W.M.; thence south along the east line of Range 8 through Townships 26 North, 25 North, 24 North, to the southeast corner of Section 36, Township 24 North, Range 8 East; thence east along the north line of Sections 6, 5, 4, 3 and 2, Township 23 North, Range 9 East; thence south along the east line of Sections 2, 11, 14, 23, 26 and 35, Township 23 North, Range 9 East to the southeast corner of said Section 35; thence west along the south line of Sections 35, 34, 33, 32 and 31, Township 23 North, Range 9 East to the southwest corner of said Section 31; thence south along the east line of Township 22 North and 21 North to the southeast corner of Section 36, Township 21 North, Range 8 East, W.M.; thence west along the south line of Range 8 East, 7 East and 6 East, and continuing along the south line of Section 36, Township 21 North, Range 5 East to a point 600 feet measured at right angles from the Auburn-Enumclaw Highway; thence northwesterly along said line to the west line of the Northwest Pipeline Corporation's pipeline; thence northerly along said westerly line to the north line of Section 27, Township 21 North, Range 5 East; thence west along the north line of Section 27 to the northwest line of said Section 27; thence south along the west line of said Section 27 to the centerline of State Highway SR 164; thence southeast along said centerline to a point where the centerline of SR 164 meets the centerline of Section 27; thence South to the common line between King and Pierce Counties; thence westerly along said common line and northerly to the point of said common line between King and Pierce Counties meet the common line between King and Kitsap Counties; thence continuing northerly along said common line to the TRUE POINT OF BEGINNING.

TERMS AND CONDITIONS APPLICABLE TO
UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Director. The term "Director" refers to the chief executive of the King County Department of Public Works.

Grantee. The term "Grantee" refers to WASHINGTON NATURAL GAS COMPANY, its officers, agents, employees, contractors and subcontractors, its successors and those assignees approved pursuant to paragraph 16 herein.

King County. The term "King County" includes its elected officials, officers, employees and agents.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Utility. The term "Utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from _____, 19____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County Road Rights-of-Way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County Road Rights-of-Way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc., as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County Road Rights-of-Way.

Whenever any of the County Road Rights-of-Way as designated in this franchise, by reason of the subsequent incorporation of any Town or City, or extension of the limits of any Town or City, shall fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County Road Rights-of-Way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County Road Rights-of-Way covered by this franchise.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission, distribution and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County to enforce any provision of this agreement does not constitute a waiver of its right to enforce that provision or any other provision of this agreement.

8. INDEMNITY AND HOLD HARMLESS

In consideration for the benefits conferred upon the Grantee by this franchise, the Grantee agrees to defend, indemnify and hold King County harmless as follows:

(a) Full indemnification together with costs of defense for claims, suits and judgments arising from allegations of injury due to the sole negligence of the Grantee.

(b) Indemnification together with costs of defense for claims, suits and judgments arising from allegations of injury due to the concurrent negligence of King County and the Grantee, but only to the extent of the Grantee's negligence.

(c) Indemnification together with costs of defense for claims, suits and judgments arising from allegations of injury to the Grantee's employee(s) alleged to be caused by the concurrent negligence of King County and the Grantee. However, this section (c) is valid and enforceable only to the extent of the Grantee's negligence.

The Grantee understands that these indemnity provisions shall apply to claims from which the Grantee would otherwise be able to claim immunity under Title 51, RCW, and that this understanding has been mutually negotiated by the parties.

In the event that King County incurs costs to enforce any provision of this indemnification/hold harmless agreement, they shall be recoverable in full from the Grantee.

For the purposes of this section the terms "costs" include reasonable attorney's fees and all expenses incurred in

anticipation of and/or in proceeding with litigation; and "injury" includes death, injury to person and damage to property.

9. VACATION

If at any time King County, in accordance with RCW Chapter 36.87, and as hereinafter amended, vacates any County Road Rights-of-Way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) day's written notice to the Grantee, terminate this franchise with respect to any County Road Rights-of-Way vacated. Alternatively, King County, at its sole discretion, may in its vacation proceedings reserve an easement for the Grantee pursuant to the terms and conditions of this franchise.

10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove or relocate existing facilities including all appurtenant facilities and service lines connecting its services to users within County Road Rights-of-Way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal or relocation shall not be unreasonably required.

On any King County road project, should the Grantee become aware of federal, state or other financial assistance available to defray the costs of utility displacement or relocation, King County agrees, upon written notice from the Grantee of such availability, to apply for such assistance funding on behalf of the Grantee so long as such funding obtained will not reduce the amount of federal, state or other funds provided to King County for the affected road project. In the event the County applies for and receives assistance funds specifically for utility relocation from a granting agency, the Grantee shall be reimbursed to the extent of those assistance funds received. In such event, the Grantee agrees to be bound to all grant conditions as reflected in any agreements between King County and the granting agency executed for that purpose.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege and authority to enter the County Road Rights-of-Way for the purpose of operating, maintaining, repairing, or constructing its transmission, distribution and service lines, and appurtenances, on the condition permits approved by the Director and Property Services Division are obtained. Applications for work permits shall be presented to the Property Services Division, which may require copies of plans, blueprints, cross-sections, or further

detailing of work to be done. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the County Road Rights-of-Way. All work shall be done to the reasonable satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County Road Rights-of-Way shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

If requested by King County, the Grantee shall post and maintain a bond to King County in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the Director and must be filed with the Property Services Division before a permit will be issued.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, over, under or adjacent to County Road Rights-of-Way, the Grantee is responsible for and will leave all County Road Rights-of-Way in as good a condition as they were before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County Road Rights-of-Way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County Road Rights-of-Way to their pre-work condition. Except in the case of an emergency, however, King County shall first notify the Grantee of the needed repairs or restoration and provide an opportunity for the Grantee to perform the repairs or restoration before King County does the work. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County Road Rights-of-Way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the manual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's transmission, distribution and service lines and appurtenances granted by this franchise, does not preclude King County, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's lines, and appurtenances. When practical, the Grantee will be given ten business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. In no event will the Grantee be given less than two days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County rights-of-ways to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without consent of the King County Council given by Motion. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if such taxing authority is granted by the State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property. If King County elects to exercise such authority, the fair market compensation requirement shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition, terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative. Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

- A. The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. Each arbitrator will be a member of the American Institute of Real Estate Appraisers, of the Society of Real Estate Appraisers, of some equivalent body, or an attorney licensed to practice law in the State of Washington. Any appraiser arbitrator shall be licensed as an appraiser by the State of Washington. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The

decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

- B. The cost of the arbitration will be divided equally between the Grantee and King County. In the event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A," all rights granted by this franchise to County Road Rights-of-Way outside incorporated towns and cities apply to all existing County Road Rights-of-Way improved and unimproved and to all County Road Rights-of-Way acquired by King County during the term of this franchise.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County Road Rights-of-Way, or for the installation of lines and/or facilities of other franchise holders.

Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment, provided that any removal is effected within two (2) years from the expiration date of this franchise.

Upon expiration of this franchise, the grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County Road Rights-of-Way but shall not have the right to provide additional services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including but not limited to the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the material terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise, the Council may revoke the franchise. King County shall provide the Grantee by written notice of its intent to revoke this franchise. A public hearing shall be scheduled within 45 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the County, by ordinance or motion, finds the revocation of this franchise to be

in the public interest. During the forty-five days following the notification, the Grantee shall have the opportunity to remedy the failure to comply.

22. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this franchise. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

23. CONFORMANCE WITH COUNTY CODE

This franchise does not authorize the Grantee to engage in any activities regulated by Chapter 6.27A of the King County Code. If the Grantee wants to engage in any such activities, it must first obtain from King County a separate franchise which conforms to the requirements of K.C.C. 6.27A.

24. SEVERANCE

This franchise gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

25. PERIODIC MEETINGS

From time to time, King County may have questions concerning the Grantee's activities in the County, and the Grantee shall continue to answer such questions in a prompt, professional and responsive manner. In addition, when requested by King County, the Grantee and King County shall meet: (a) so that the County's general service issues, road and facility construction, and growth management plan can be coordinated with the terms of this franchise; and (b) to reply to questions the County Council or County residents may have regarding the Grantee's operations within the County or its performance under the terms of this franchise.