



City Council, Special Meeting

AGENDA Revised

5:30 pm – 10:00 pm

January 10, 2017

Call to Order

Executive Session: To Review the Performance of a Public Employee pursuant to RCW 42.30.110(1)(g) and Potential Property Acquisition pursuant to RCW 42.30.110(b)

Return to Special Meeting

6:30 pm

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

- **Recognition:** King County Councilmember Kathy Lambert
- **Presentation:** Overview of Central Washington University Memorandum of Understanding
- **Presentation:** Eastside Fire & Rescue Strategic Plan

Student Liaison Reports

Public Comment

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

Consent Calendar

- Payroll for period ending December 31, 2016 for pay date January 5, 2017 in the amount of \$ 333,192.05

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.

1. **Resolution:** 2017 Legislative Priorities
2. **Resolution:** Appointing One Regular Member To The Sammamish Arts Commission
3. **Resolution:** Appointing Three Regular Members To The Sammamish Parks And Recreation Commission
4. **Resolution:** Appointing Five Regular Member To The Beaver Lake Management District Commission
5. **Contract:** Surveying Services/PACE
6. **Contract:** Engineering Services/PACE

Public Hearings

Unfinished Business

- **Commission Interviews** - Planning Commission Applicants

Executive Session: Evaluating Qualifications of an Applicant pursuant to RCW 42.30.110(h) and Potential Property Acquisition pursuant to RCW 42.30.110(b)

7. **Resolution:** Appointing Two Members To The Sammamish Planning Commission

New Business

8. **Discussion:** Issaquah Fall City Road Project Update

Council Reports/ Council Committee Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Jan 2017				
Tues 1/17	1/11	6:30 pm	Regular Meeting	CANCELLED
Jan 19-21			Retreat	Hotel Murano, Tacoma
Feb 2017				
Tues 2/07	2/01	6:30 pm	Regular Meeting	Public Hearing: Ordinance First Reading Public/Private Partnership Code Amendments Ordinance: First Reading Emergency Management Resolution: Adopting Regional Coordination Framework (Emergency Management) <u>Consent Agenda</u> Contract: Parks, Recreation and Open Space Plan Update Contract/TBA
Tues 2/14	2/08	6:30 pm	Study Session	Presentation: King County Land Conservation Initiative Presentation: Transfer of Development Rights Program Overview Discussion: Land Acquisition Strategy
Tues 2/21	2/15	6:30 pm	Regular Meeting	Ordinance: Second Reading Emergency Management
Mar 2017				
Tues 3/07	3/01	6:30 pm	Regular Meeting	Discussion: Regional Stormwater 101
Tues 3/14	3/08	6:30 pm	Study Session	
Tues 3/21	3/15	6:30 pm	Regular Meeting	
Apr 2017				
Tues 4/04	3/29	6:30 pm	Regular Meeting	
Tues 4/11	4/05	6:30 pm	Study Session	
Tues 4/18	4/12	6:30 pm	Regular Meeting	
May 2017				
Tues 5/02	4/26	6:30 pm	Regular Meeting	
Tues 5/09	5/03	6:30 pm	Study Session	
Tues 5/16	5/10	6:30 pm	Regular Meeting	
June 2017				

Tues 6/06	5/31	6:30 pm	Regular Meeting	
Tues 6/13	6/07	6:30 pm	Study Session	
Tues 6/20	6/14	6:30 pm	Regular Meeting	
July 2017				
Tues 7/04	6/28	6:30 pm	Regular Meeting	
Tues 7/11	7/05	6:30 pm	Study Session	
Tues 7/18	7/12	6:30 pm	Regular Meeting	
Aug 2017			No meetings	
Sept 2017				
Tues 9/05	8/30	6:30 pm	Regular Meeting	
Tues 9/12	9/06	6:30 pm	Study Session	
Tues 9/19	9/13	6:30 pm	Regular Meeting	
Oct 2017				
Tues 10/03	9/27	6:30 pm	Regular Meeting	
Tues 10/10	10/04	6:30 pm	Study Session	
Tues 10/17	10/11	6:30 pm	Regular Meeting	
Nov 2017				
Tues 11/07	11/07	6:30 pm	Regular Meeting	
Tues 11/14	11/14	6:30 pm	Study Session	
Tues 11/21	11/21	6:30 pm	Regular Meeting	
Dec 2017				
Tues 12/05	11/29	6:30 pm	Regular Meeting	
Tues 12/12	12/06	6:30 pm	Study Session	
Tues 12/19	12/13	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 • Affordable Housing Week (schedule for first meeting in May) 	<ul style="list-style-type: none"> • Connectivity Model Process • Bid Award: 212th Way Repair (Snake Hill)/TBD • Contract: 212th Way Repair Construction Support/TBD • Final Acceptance: Inglewood Trunkline Project • Bid Award: Beaver Lake Drive NTMP Project/TBD • Resolution: Private Property Surface Water Management Policy <p>Resolution: Accepting the EHS Turf Replacement Project as Complete/Coast to Coast</p> <ul style="list-style-type: none"> • Resolution: Final Acceptance Intelligent Transportation System Phase 1 Project 	<ul style="list-style-type: none"> • Mountains to Sound Greenway • Sustainability/Climate Change • Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes • Discussion: Inner City Bus Service • Good Samaritan Law
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January 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 12:00 am New Year's Day (Observed) - City offices closed	3 5:00 pm Council Office Hour 6:30 pm City Council Meeting	4 6:30 pm Parks Commission Meeting	5 9:30 am Finance Committee Meeting 6:30 pm Planning Commission Meeting - Canceled	6 9:30 am Transportation Committee Meeting	7
8	9	10 6:30 pm City Council Study Session	11	12 1:30 pm Human Services Task Force Meeting	13	14
15	16 12:00 am Martin Luther King Day (Observed) - City offices closed 9:00 am MLK Day Volunteering at Ebright Creek Park	17 6:30 pm City Council Regular Meeting - Canceled	18 9:30 am Transportation Committee Meeting 6:00 pm Sammamish Youth Board	19 6:00 pm City Council Retreat 6:30 pm Planning Commission Meeting	20 9:00 am City Council Retreat	21 9:00 am City Council Retreat
22	23 6:30 pm Sammamish Arts Commission Regular Meeting	24	25	26 8:30 am Acceptance Art Exhibit	27	28
29	30	31	1 6:30 pm Parks Commission Meeting	2 6:30 pm Planning Commission Meeting	3 9:30 am Transportation Committee Meeting	4

February 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1 6:30 pm Parks Commission Meeting	2 6:30 pm Planning Commission Meeting	3 9:30 am Transportation Committee Meeting	4
5	6 6:30 pm City Council Meeting	7	8	9	10	11
12	13 6:30 pm City Council Meeting	14	15 9:30 am Transportation Committee Meeting	16 6:30 pm Planning Commission Meeting	17	18
19	20 12:00 am President's Day (Observed) - City offices closed	21 6:30 pm City Council Meeting	22	23	24	25 11:00 am Build-It Sammamish LEGO Event
26 6:30 pm Arts Commission Regular Meeting	27	28	1 6:30 pm Parks Commission Meeting	2 6:30 pm Planning Commission Meeting	3	4
5	6	7	8	9	10	11

Kathy Lambert
Recognition



***Eastside Fire & Rescue
Strategic Plan***



Meeting Date: January 10, 2017

Date Submitted: 12/28/2016

Originating Department: City Manager

Clearances:

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

Subject: Legislative Priorities for 2017

Action Required: Adopt Resolution

Exhibits: Resolution with Attachment A (Two Versions) – City of Sammamish Legislative Priorities for 2017

Budget: N/A

Summary Statement:

The City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of City services, the construction of City facilities, and the associated revenues and costs. The legislative priorities for 2017, attached to the proposed resolution, were developed to reflect the needs and interests of the residents and businesses in the City of Sammamish. Once adopted, the City Manager will communicate the legislative priorities and interests to state legislators and make the document available to other interested parties.

Background:

Each year, cities like Sammamish develop priorities for consideration by the Washington Legislature. Also, Sammamish participates in a similar process conducted by the Association of Washington Cities (AWC).

The legislative agenda guides the City's work with our area legislators and day-to-day work during the year. The agenda includes the City's top legislative priorities as well as other issues important to the City.

The City Council reviewed the draft list of priorities at the January 3, 2017 meeting and recommended a few changes. This new draft reflects the desired changes.

Financial Impact: N/A

Recommended Motion: Motion to adopt Resolution.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL ADOPTING LEGISLATIVE PRIORITIES FOR 2017**

WHEREAS, the City of Sammamish has an interest in influencing the development and amendment of state laws that affect the provision of City services, the construction of City facilities, and the associated revenues and costs; and

WHEREAS, to provide City services and facilities in the most efficient and cost-effective manner, the City of Sammamish should communicate its priorities and interests to state legislators and other interested parties; and

WHEREAS, the Association of Washington Cities (AWC) has established legislative priorities for 2017 under the themes of modernizing the Public Records Act, homelessness, housing and human services, local infrastructure revitalization and City-State Partnerships and that the City of Sammamish supports these priorities; and

WHEREAS, the legislative priorities attached to this resolution reflect the needs and interests of the residents and businesses in the City of Sammamish, and further support the AWC priorities.

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

The legislative priorities described in “Attachment A”: City of Sammamish Legislative Priorities for 2017” are hereby adopted. The City Manager shall provide these priorities to legislators in Legislative Districts 41 and 45 prior to the start of the 2017 session and to other interested parties upon request.

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE _____ DAY OF JANUARY, 2017.**

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: December 28, 2016
Passed by the City Council:
Resolution No.: R2017-_____

City of Sammamish Legislative Priorities For 2017

City Priorities

Support Liquor Tax Restoration: Continue to support AWC efforts to ensure that suspension of liquor excise taxes going to local governments remains temporary (not permanent) and is not further reduced.

Support Legislation to ensure reliable cost recovery for upfront SEPA Work: *Legislation is needed to allow local governments to fully recover SEPA review costs for infill development and planned actions via a latecomer's agreement or other mechanisms.*

Support for the Public Works Assistance Account (Trust Fund): The PWTF has served as a recurring and integral source of funding infrastructure for cities. *Funding for the Public Works Trust Fund has been systematically diverted by the state to fill their budget shortfalls. The diminished pool's funding process and project ranking criteria set by the PWTF Committee should be used to set the project list for funding rather than an executive or legislative list.*

Support for the Marketplace Fairness Act (eFairness): *Extend Sales Tax Sourcing Methodology nationally ensuring tax collection on goods coming into the state and protection for Washington based businesses from competitors using tax free pricing.*

Support Funding of State's Housing Trust Fund: Allow projects to be selected based on operative and effective criteria rather than on a Legislative List of Projects to be funded: *The State Housing Trust Fund has been a consistent funding source for East King County projects. The combination of reduced funding for the HTF and a project list set by the legislature resulted in a significant reduction of the ability to fund affordable housing projects in this geographic area.*

Annexation of Areas having Park Districts: *There is no mechanism in state law allowing unincorporated properties annexed into a city to be removed from park district taxation, even though the municipality is then responsible to provide parks services. This results in double taxation to the homeowner. Ideally this should be treated as annexations from a Fire District to a City. Operating Property tax levy should shift to the city and any bonded debt should remain with the property until extinguished.*

Reduce Unfunded Mandates: *As an example, the costs to ratepayers and taxpayers to comply with NPDES requirements are substantial. Additionally, the city supports efforts to restore funding cuts previously made to Growth Management Act (GMA) planning grants.*

Support increased access to local educational opportunities: *The City supports the State legislature's intention to increase opportunities for academically prepared high school students to earn up to two years of college credit through dual credit programs such as running start, and to reduce disparities in access to and completion of these programs.*

Transportation Funding Addressing City Transportation Needs: *This includes focused improvements to city transportation corridors including SR-202 and continued support for regional improvements to I-90, SR-520 and I-405 . Transportation is critical for our economic vitality and quality of life. Cities must have the resources to maintain and strengthen both local and state transportation systems.*

AWC Adopted and City Supported

Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents. *Overreaching and retaliatory public records requests cost municipalities dearly by preventing efficient use of staff time for valid requests.*

Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system: *Affordable housing is critical to our workforce and transportation efforts. Workers need to be able to live in reasonable proximity to their place of employment. Businesses need affordable housing to attract and retain their workforce. Workforce demand for housing is 25% greater than housing available.*

Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life: *Municipalities have aging and inadequate infrastructure and cities can't keep up with the increasing demands. If Washington is going to keep moving forward, we need the Public Works Trust Fund and other infrastructure programs intact, to allow for planned and sustained investments in communities.*

Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges: *The legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.*

Maintain the city-state partnership for shared revenues to fund key services: *It will be a priority of the city to protect "state-shared revenues" that are vital for local government operations, such as liquor and marijuana taxes and municipal criminal justice assistance.*

Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel: *The need for well-trained law enforcement personnel meeting the professional standards expected from our citizenry should be supported through funding the training academy.*

Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance: *MRSC provides a valuable, professional and integral support system for local governments relying on information and research in all aspects of municipal governance.*

City of Sammamish Legislative Priorities For 2017

City Priorities

- **Support Liquor Tax Restoration**
- **Support Legislation to ensure reliable cost recovery for upfront SEPA Work**
- **Support for the Public Works Assistance Account (Trust Fund)**
- **Support for the Marketplace Fairness Act (eFairness)**
- **Support Funding of State's Housing Trust Fund**
- **Treat Annexation of Areas having Park Districts Like Fire District Annexations**
- **Reduce Unfunded Mandates**
- **Support increased access to local educational opportunities**
- **Support for Transportation Funding Addressing City Transportation Needs**

AWC Adopted and City Supported

- **Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.**
- **Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system**
- **Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life**
- **Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges**
- **Maintain the city-state partnership for shared revenues to fund key services**
- **Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel**
- **Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance**

Exhibit 1



Meeting Date: January 10, 2017

Date Submitted: 1/4/2017

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Appointing one regular member to the Sammamish Arts Commission

Action Required: Approve Resolution confirming the appointment.

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: Currently there are 2 four-year vacancies and 1 three-year vacancy on the Arts Commission. A current commissioner requested reappointment, but no new applications were received. On January 3, 2017, the City Council selected to reappointment the current commissioner to one four-year regular position. Adoption of this resolution will confirm the appointment.

Applicant: Lin Garretson

Background: The Arts Commission is very active and is in need of commissioners with diverse skills and backgrounds. In the past year they have sponsored such varied activities as art displays in City Hall, workshops for seniors, and many other activities. Arts Commission members also represent Sammamish at regional and local meetings.

Recruitment for applicants began in October 2016 with postings on the City's website as well as articles and advertising in the local papers and the City's newsletter. The deadline for application submittal was December 31, 2016. One application was received from a current Commissioner seeking reappointment. Staff will continue to advertise the additional openings. At the January 3, 2017 Regular Meeting, Council moved to appoint the current Commissioner to a four-year term.

Financial Impact: N/A

Recommended Motion: Adopt resolution appointing one Commissioner to the Arts Commission for a four-year term.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH
WASHINGTON APPOINTING ONE REGULAR
MEMBER TO THE SAMMAMISH ARTS COMMISSION**

WHEREAS, the Sammamish City Council created a nine-member Arts Commission and established the duties of said Commission; and

WHEREAS, there are currently three regular member vacancies on the Commission; and

WHEREAS, the City Council solicited applications for said positions;

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

Section 1. Appointment of Arts Commission. The City Council hereby appoints the following individual to the Sammamish Arts Commission for the designated terms hereafter set forth:

Lin Garretson	Position 2	Term Expires January 31, 2021
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Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE
_____ DAY OF JANUARY, 2017.**

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: January 4, 2017
Passed by the City Council:
Resolution No. R2017-



Meeting Date: January 10, 2017

Date Submitted: 1/4/2017

Originating Department: Admin Services

Clearances:

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

Subject: Resolution appointing three regular members to the Sammamish Parks & Recreation Commission

Action Required: Approve resolution confirming appointments

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: Currently there are three regular position vacancies on the Parks and Recreation Commission. The City received 6 applications to fill the vacant positions.

Applicants:

Roger Chapanis
 Katherine Pliska
 Layna Crofts
 Loreen Leo – Current
 Katherine Low – Current
 Cheryl Wagner – Current

Background: The Sammamish City Council has always valued parks and recreation, as is demonstrated by the fact that this was the first commission the Council authorized back in September of 1999. Since its inception, the Parks & Recreation Commission has provided valuable assistance in park acquisition and planning, as well as guidance and direction on recreation programs. Recruitment for applicants began in October 2016, with postings on the City's website, articles and advertising in the local papers and the City's newsletter. The deadline for submittal of an application was December 31, 2016. Three new applications were received and the three current Commissioners all requested reappointment. At the January 3, 2017 Regular meeting, Council considered the qualifications of the candidates and recommended the reappointment of the current Commissioners.

Financial Impact: N/A

Recommended Motion: Motion to adopt the resolution confirming the appointment of three Parks & Recreation Commission Appointments.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH WASHINGTON
APPOINTING THREE REGULAR MEMBERS TO THE SAMMAMISH
PARKS AND RECREATION COMMISSION**

WHEREAS, the City Council created a Parks and Recreation Commission consisting of nine members; and

WHEREAS, there are currently three vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Commission positions; and

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

Section 1. Appointment of Parks and Recreation Commissioners. The City Council hereby appoints the following individuals to the Sammamish Parks and Recreation Commission as hereafter set forth:

Loreen Leo	Position 1	Term Expires January 31, 2021
Katherine Low	Position 2	Term Expires January 31, 2021
Cheryl Wagner	Position 3	Term Expires January 31, 2021

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

ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE _____ DAY OF JANUARY, 2017.

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: January 4, 2017
Passed by the City Council:
Resolution No. R2017-_____



Meeting Date: January 10, 2017

Date Submitted: 1/4/2017

Originating Department: Admin Services

Clearances:

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

Subject: Resolution: Appointing five members to the Beaver Lake Management Board

Action Required: Approve resolution appointing five members to the Beaver Lake Management Board

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: Ordinance 02016-414 created a new Beaver Lake Management District which will be effective through December 31, 2026. As part of creating the new District, the Council has directed staff to create a new Beaver Lake Management Board consisting of five members. This resolution will confirm the appointment of the new members.

Applicants:

John Burdekin
 Heather Grassman
 Del Goehner
 Joe McConnell
 Bassem Bejjani

Background: In June Of 2016, the City Council created the Beaver Lake Management District (BLMD). RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners. The members should be representative of the diversity among property owners within the Beaver Lake watershed. They are expected to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures. Terms for the management district are five years in length.

Recruitment for applicants began in October 2016 with postings on the City's website as well as articles and advertising in the local papers and the City's newsletter. The deadline for application submittal was

December 15, 2016. Five applications were received. At the January 3, 2017 Regular Meeting Council considered the qualifications of the applicants and moved to appoint all five to the BLMD Board.

Financial Impact: N/A

Recommended Motion: Adopt resolution confirming the appointment of five members to the Beaver Lake Management District Board.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2017-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY
COUNCIL APPOINTING FIVE MEMBERS TO THE
BEAVER LAKE MANAGEMENT DISTRICT ADVISORY
BOARD**

WHEREAS, the Beaver Lake Management District began operating in 2016 for a period of ten (10) years; and

WHEREAS, the City Council finds that the District would benefit from a citizen advisory board working in conjunction with the King County Water and Land Resource Division and City staff; and

WHEREAS, there are currently five vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Commission positions; and

WHEREAS, the City Council has received and reviewed 5 qualified applications;

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

Section 1. Appointment of Members. The following individuals are appointed to the Beaver Lake Management District Advisory Board:

John Burdekin	Term expires December 31, 2021
Heather Grassman	Term expires December 31, 2021
Del Goehner	Term expires December 31, 2021
Joe McConnell	Term expires December 31, 2021
Bassem Bejjan	Term expires December 31, 2021

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

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE ___ DAY OF JANUARY, 2017**

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: January 5, 2017

Passed by the City Council:

Resolution Number R2017-



Meeting Date: January 10, 2017

Date Submitted: January 4, 2017

Originating Department: Public Works

Clearances:

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

Subject: 2017-2018 Professional Surveyor Services Contract

Action Required: Authorize the City Manager to execute a contract with PACE Engineers, Inc. for an amount not to exceed \$150,000 to provide as needed professional surveyor services.

Exhibits: Agreement for Services – PACE Engineers, Inc.

Budget: \$150,000 appropriated in various project funds in the adopted 2017-2018 Budget.

Summary Statement:

The Public Works Department is seeking a contract with PACE Engineers, Inc. to assist staff by providing professional surveyor services. These services will be used by multiple departments for various city projects.

Background:

The City does not have in-house capability to perform professional survey work. This contract will provide staff with the ability to utilize experienced and specialized surveyor resources on a temporary and as needed basis.

Six firms were selected from the City's consultant roster. Based upon the review of their Statement of Qualifications, PACE Engineers, Inc. was selected as the most qualified firm to provide the needed services based on evaluation of their experience and past ability to provide surveyor services in a responsive manner. The contract duration extends through December 31, 2018.

Financial Impact:

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

Recommended Motion:

Authorize the City Manager to execute a contract PACE Engineers, Inc. to provide professional surveyor services on an as-needed basis, in an amount not to exceed \$150,000.

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PACE Engineers, Inc.

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed \$150,000

Other (describe):

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

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

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

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

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant

Exhibit 1

and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

7. **Insurance.**

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
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2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
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The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

Verification of Coverage

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

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

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

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

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

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

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

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

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

Company Name PACE Engineers, Inc.
Contact Name David R. Fulton, PLS
Street Address 11255 Kirkland Way, Suite 300
City, State Zip Kirkland, WA 98033
Phone Number 425.827.2014
Email davidf@paceengrs.com

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: David R. Fulton

Print Name: _____

Print Name: David R. Fulton

Title: _____

Title: Sr. Principal Surveyor

Date: _____

Date: January 5, 2017

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF WORK**

CIVIL ENGINEERING SUPPORT SERVICES

PACE Engineers, Inc.

General Scope of Work

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

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

- Engineering Review services may include general engineering plan review of subdivision and short plat engineering drawings and plan checking and design review of development application documents for compliance with CITY requirements.
- Survey services may include large and small-scale topographic, and hydrographic mapping, private boundary and public right of way determination, right of way plan preparations, imaging, geodetic surveying services, and construction surveying.
- Survey review services may include; short plats, long plats, binding site plans, planned unit developments, and boundary line adjustments.
- Other related work requested by the CITY

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

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

Authorization of Work

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

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

Exhibit 1

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

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

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



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

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

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1553757

Social Security No.: _____

Print Name: David R. Fulton

Title: Sr. Principal Surveyor

Business Name: PACE Engineers, Inc.

Business Address: 11255 Kirkland Way, Kirkland WA 98033

Business Phone: 425.827.2014

January 5, 2017
Date


Authorized Signature (Required)



**Exhibit D
WASHINGTON
2017 HOURLY RATE SCHEDULE**

Effective January 1, 2017

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 50.00
2. Office Tech II, Expediter II	\$ 62.00
3. Office Tech III, Intern, Jr. CAD Technician, Jr. Inspector, Engineer Tech	\$ 75.00
4. GPS Assistant, Jr. Planner, CAD Technician, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech I	\$ 87.00
5. Jr. Engineer, Designer I, CAD Technician I, Inspector I, Survey Tech II, GIS Tech, Project Administrator, Planner	\$ 100.00
6. Engineer I, Planner I, GIS Analyst I, Designer II, CAD Technician II, Inspector II, Survey Tech III	\$ 112.00
7. Engineer II, Planner II, GIS Analyst II, Designer III, CAD Technician III, Inspector III, Survey Tech IV	\$ 122.00
8. Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. Survey Tech, Sr. CAD Technician, Sr. Inspector	\$ 132.00
9. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Robotic & Operator, Project CAD Technician, Sr. GIS Analyst, Sr. Project Inspector	\$ 145.00
10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, GIS/CAD Manager, Structural Engineer	\$ 155.00
11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, GPS & Operator, IT Manager	\$ 165.00
12. Project Manager, Principal Surveyor, Planning Project Manager	\$ 175.00
13. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator, Two-Person Crew	\$ 185.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 200.00
15. Sr. Principal Engineer, Sr. Principal Planner	\$ 215.00

REIMBURSABLES

A. Subconsultants, Professional and Technical/ pass through bills	Cost
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile (IRS Allowable)	\$ 0.535 per mile
* On job inspection mileage will be billed	\$ 0.535 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq ft
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq ft
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes: 1 All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.
- 2 The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2017. After December 31, 2017, invoices will reflect the schedule of charges in effect at that time.
- 3 PACE's rates include professional liability insurance coverage for claims up to \$2 million. Clients can purchase additional coverage for cost and upfront payment of \$5,000 per additional \$1 million of insurance up to a maximum of \$5 million.



Meeting Date: January 10, 2017

Date Submitted: January 4, 2017

Originating Department: Public Works

Clearances:

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

Subject: 2017-2018 Engineering Support Services Contract

Action Required: Authorize the City Manager to execute a contract with PACE Engineers, Inc. for an amount not to exceed \$200,000 to provide civil engineering support services.

Exhibits: 1. Agreement for Services – PACE Engineers, Inc.

Budget: \$200,000 appropriated in various Public Works and Parks & Recreation Department project funds in the adopted 2017-2018 Budget.

Summary Statement:

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

Background:

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

Five firms were selected from the City's consultant roster. Based upon the review of their Statement of Qualifications and a telephone interview, PACE Engineers, Inc. was selected as the most qualified firm to provide the needed services based on evaluation of their experience and ability to provide the services required by the City. This contract will provide the City with as needed civil engineering services through December 31, 2018.

Financial Impact:

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

Recommended Motion:

Authorize the City Manager to execute a contract PACE Engineers, Inc. to provide civil engineering support services on an as needed basis, in an amount not to exceed \$200,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PACE Engineers, Inc.

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

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

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

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

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

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According to the rates set forth in Exhibit "D"

A sum not to exceed \$200,000

Other (describe):

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Sammamish, WA 98075
Phone number: (425) 295-0500

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

Company Name PACE Engineers, Inc.
Contact Name Robin Nelson, P.E.
Street Address 11255 Kirkland Way, Suite 300
City, State Zip Kirkland, WA 98033
Phone Number 425.827.2014
Email robinn@paceengrs.com

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Robin Nelson, P.E.

Print Name: _____

Print Name: ROBIN NELSON

Title: _____

Title: SENIOR PRINCIPAL ENGINEER

Date: _____

Date: 1/4/2017

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

**EXHIBIT A
SCOPE OF WORK**

CIVIL ENGINEERING SUPPORT SERVICES

PACE Engineers, Inc.

General Scope of Work

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

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

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

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

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

Authorization of Work

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

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

Exhibit 1

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

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

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

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

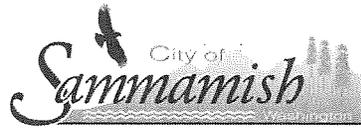
Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

<i>Finance Dept.</i>
Check # _____
Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



**Exhibit D
WASHINGTON
2017 HOURLY RATE SCHEDULE**

Effective January 1, 2017

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 50.00
2. Office Tech II, Expediter II	\$ 62.00
3. Office Tech III, Intern, Jr. CAD Technician, Jr. Inspector, Engineer Tech	\$ 75.00
4. GPS Assistant, Jr. Planner, CAD Technician, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech I	\$ 87.00
5. Jr. Engineer, Designer I, CAD Technician I, Inspector I, Survey Tech II, GIS Tech, Project Administrator, Planner	\$ 100.00
6. Engineer I, Planner I, GIS Analyst I, Designer II, CAD Technician II, Inspector II, Survey Tech III	\$ 112.00
7. Engineer II, Planner II, GIS Analyst II, Designer III, CAD Technician III, Inspector III, Survey Tech IV	\$ 122.00
8. Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. Survey Tech, Sr. CAD Technician, Sr. Inspector	\$ 132.00
9. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Robotic & Operator, Project CAD Technician, Sr. GIS Analyst, Sr. Project Inspector	\$ 145.00
10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, GIS/CAD Manager, Structural Engineer	\$ 155.00
11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, GPS & Operator, IT Manager	\$ 165.00
12. Project Manager, Principal Surveyor, Planning Project Manager	\$ 175.00
13. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator, Two-Person Crew	\$ 185.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 200.00
15. Sr. Principal Engineer, Sr. Principal Planner	\$ 215.00

REIMBURSABLES

A. Subconsultants, Professional and Technical/ pass through bills	Cost
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile (IRS Allowable)	\$ 0.535 per mile
* On job inspection mileage will be billed	\$ 0.535 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq ft
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq ft
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes: 1 All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.
- 2 The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2017. After December 31, 2017, invoices will reflect the schedule of charges in effect at that time.
- 3 PACE's rates include professional liability insurance coverage for claims up to \$2 million. Clients can purchase additional coverage for cost and upfront payment of \$5,000 per additional \$1 million of insurance up to a maximum of \$5 million.



Meeting Date: January 10, 2017

Date Submitted: 1/4/2017

Originating Department: Admin Services

Clearances:

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

Subject: Resolution appointing two members to the Sammamish Planning Commission

Action Required: Select Commissioners and approve resolution confirming appointments

Exhibits: 1. Resolution

Budget: N/A

Summary Statement: Currently there are two positions open on the Planning Commission. One is a three-year term as a result of a resignation and the other is a four-year term. A total of 10 applications were received. One applicant has withdrawn, bringing the number of applicants down to 9. On January 3, 2017, the City Council reviewed the applications at an open public meeting and voted to interview 5 applicants. On January 10, 2016, the City Council will select two applicants for appointment to the Sammamish Planning Commission

Applicants:

Layna Crofts
 Jane Garrison
 Roisin O'Farrell
 Eric Peterson
 Matthew Petrich
 Katherine Pliska
 Douglas Sargent
 Chirag Shah
 Dan Young

Candidates selected for Interviews:

Jane Garrison
 Roisin O'Farrell
 Eric Peterson

Matthew Petrich
Dan Young

Background: The Seven-member Planning Commission was formed in 2003 to make recommendations to the City Council regarding the Comprehensive Plan and land use regulations. The terms of the Commissioners are staggered so that only two terms expire in any year. The appointments to fill vacancies usually occur in January with terms starting in February.

Recruitment for applicants began in October 2016, with postings on the City's website as well as articles and advertising in the local papers and the City's newsletter. The deadline for application submittal was December 31, 2016.

Financial Impact: N/A

Recommended Motion: Appoint members to two positions on the Planning Commission, designating which position number they will hold. Council may then make a motion to approve the resolution confirming the appointments.

Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: January 4, 2017
Passed by the City Council:
Resolution No. R2017-_____



Meeting Date: January 10, 2017

Date Submitted: January 4, 2017

Originating Department: Public Works

Clearances:

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

Subject: Issaquah Fall City Rd – 242nd Ave SE to Klahanie DR SE

Action Required: Select a culvert or bridge as the stream crossing alternative where Issaquah Fall City Road crosses the North Fork of Issaquah Creek.

Exhibits:

Budget: The total project cost is approximately \$23 Million. \$17.3 Million is approved in the 2017-18 budget. Construction will conclude in 2019 for this phase.

Summary Statement:

The preliminary design work for the Issaquah Fall City Road Improvement Project is nearing completion. At this stage in the project, a decision needs to be made regarding the stream crossing where Issaquah Fall City Road crosses the North Fork of Issaquah Creek. The project team will present two alternatives – a bridge or a culvert – along with the pros and cons of each, at the Council meeting on Tuesday night. Council direction on the preferred alternative is needed to proceed to 30% design and resume detour planning work.

Background:

The Issaquah Fall City Road Improvement Project will widen the corridor between 242nd Ave SE to Klahanie Dr. SE, including two travel lanes in each direction with curb, gutter, sidewalk, landscape/amenity strips and bike lanes. A consultant contract was awarded to Lochner in March 2016, to begin design of this project. Project construction is anticipated to begin in June 2018, and conclude in 2019.

Two public meetings were held (May 12 and June 8, 2016) to discuss project design alternatives. Additional meetings were held with stakeholder groups, including the Issaquah School District, Evergreen Christian Church and four Homeowner Associations. Input from all of these meetings helped inform the preliminary roadway design, including intersections, roadway sections, bike lanes, pedestrian crossing locations, school access and safety issues. The next public meeting is tentatively scheduled for March 2017.

The project team has reached a critical design milestone and a decision needs to be made regarding the type of roadway crossing where Issaquah Fall City Road crosses the North Fork of Issaquah Creek. The options include a bridge or a culvert, both of which have pros and cons. The project team will provide a detailed presentation on both options including cost, timeline to complete and estimated road closure impact. The Transportation Committee has reviewed both alternatives and has recommended the design decision be brought to the full Council for deliberation and a final recommendation.

Detour Planning

While there is significant community support for this road improvement project, there is also considerable concern regarding the construction impact and anticipated increase in travel times, particularly during the AM and PM peaks. The project team has completed a preliminary detour analysis, but additional work will need to be done once the Council makes a decision on the type of stream crossing (bridge or culvert). The project team will provide a detailed report to the Council in late spring of 2017 on detour routes and alternatives. A public meeting and additional stakeholder meetings are also anticipated to seek further input on detour planning.

Project Timeline:

Decision on Bridge/Culvert Option	Jan/Feb 2017
Public Meeting #3	April 2017
30% Design Completion	April 2017
Public Meeting (Detour Planning)	June 2017
60% Design Completion	September 2017
Project Bid	Feb/March 2018
Project Construction Begins	June 2018

Recommended Motion:

Move to recommend the project team proceed with the design of a [SELECT: bridge or culvert] at the crossing of Issaquah Creek as part of the Issaquah Fall City Road Improvement Project.