



# City Council, Regular Meeting

## AGENDA

6:30 pm – 10:00 pm

February 21, 2017

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Approval of Agenda**

**Presentations/Proclamations**

**Estimate time**

**6:35 pm**

- Update - Habitat for Humanity Project

**Student Liaison Reports**

**Public Comment**

**6:45 pm**

**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](mailto:manderson@sammamish.us). Please be aware that Council meetings are videotaped and available to the public.*

**Consent Calendar**

**7:15 pm**

- Payroll for period ending February 15, 2017 for pay date February 17, 2017 in the amount of \$ 329,088.15
- 1. **Approval:** Claims For Period Ending February 21, 2016 In The Amount Of \$699,636.89 For Check No. 46598 Through 46676
- 2. **Ordinance:** Second Reading, Relating To Maintenance By The City Of Drainage Facilities, And Specifically Amending SMC Sections 13.20.090 And 13.20.100; Providing For Severability; And Establishing An Effective Date
- 3. **Ordinance:** Second Reading Reading Of The City Of Sammamish, Washington, Adopting A New Sammamish Municipal Code Chapter 2.70 Entitled Emergency Management Organization; Repealing

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.

Ordinance No. O99-39 And Resolution Nos. 2001-63 And R2005-213;  
Providing For Severability; And Establishing An Effective Date.

4. **Ordinance:** Second Reading, Amending Chapter 2.50 Of The Sammamish Municipal Code, Updating The City Manager’s Authority To Execute Certain Contracts Without Further Council Action And In An Amount Consistent With Bonding Requirements; Providing For Severability; And Establishing An Effective Date
5. **Resolution:** Accepting The Sammamish Community & Aquatic Center Project As Complete
6. **Intent to Sign:** Regional Animal Services/King County
7. **Contract:** Classification & Compensation Study/Springsted Incorporated
8. **Approval:** Vehicle Purchase
9. **Approval:** Minutes for January 19-21, 2017, City Council Retreat
10. **Approval:** Minutes for February 7, 2017 Regular Meeting
11. **Approval:** Notes for February 13, 2017 Special Study Session

### Public Hearings

### Unfinished Business

### New Business

7:20 pm

12. **Resolution:** Approving the 2017 Budget and Work Program for A Regional Coalition for Housing (ARCH)

13. **Resolution:** Authorizing The Duly-Appointed Administering Agency For ARCH To Execute All Documents Necessary To Enter Into Agreements For The Funding Of Affordable Housing Projects, As Recommended By The ARCH Executive Board, Utilizing Funds From The City’s ARCH Housing Trust Fund.

7:35 pm

### Council Reports/ Council Committee Reports

7:50 pm

### City Manager Report

8:10 pm

**Executive Session** – Potential Property Acquisition pursuant to RWC 42.30.110(1)(b)

8:20 pm

### Adjournment

8:50 pm

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## AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>Mar 2017</b>				
<b>Mon 3/06</b>	3/01	4:30 pm	Study Session	Presentation: Sammamish Heritage Society Funding Request Discussion: Zackuse Creek Project Update Discussion: Issaquah Fall City Road Communications Plan Discussion: Council Committee Charters
<b>Tues 3/07</b>	3/01	6:30 pm	Regular Meeting	Presentation: Community Center Operations Update Presentation & Discussion: Lease Agreement with CWU Presentation & Discussion: Communications Strategic Plan Scope of Work Ordinance: Amending SMC to be consistent with new Hearing Examiner Rules  <u>Consent:</u> Resolution: Sammamish Community and Aquatic Center Project Acceptance
<b>Tues 3/14</b>			Study Session	Cancelled
<b>Mon 3/20</b>	3/15	6:30 pm	Special Meeting	Department Report: Public Works Discussion: Annexation Update Discussion: Development Code Update
<b>Tues 3/21</b>	3/15	6:30 pm	Regular Meeting	Department Report: Parks & Recreation Presentation & Discussion: Parks, Recreation and Open Space (PRO) Plan Update Presentation: Update on the Economic Development Analysis Resolution: Approving Lease Agreement with CWU  <u>Consent:</u> Contract: Louis Thompson Hill Landslide Area Design Consultant/TBD Resolution: Project Acceptance Intelligent Transportation System Phase I Contract: Human Services Needs Assessment Consultant/TBD

Apr 2017				
<b>Mon 4/03</b>	3/29	4:30 pm	Study Session	Discussion: City Council Salary Study Discussion: Follow-up on Storm and Surface Water Comprehensive Planning Work Presentation & Discussion: Intro to Regional Stormwater
<b>Tues 4/04</b>	3/29	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Police Department Report: Admin Services  <u>Consent:</u> Bid Award: 2017 Asphalt Patching/TBD Bid Award: Inglewood Hill Overlay Project/TBD Bid Award: 2017 Citywide Pavement Overlay Contract/TBD Bid Award: 2017 Sidewalk Repair & ADA Ramp Retrofit/TBD Bid Award: Guardrail Repair Projects/TBD Bid Award: Sammamish Landing Improvements
<b>Tues 4/11</b>	4/05	6:30 pm	Study Session	Discussion: Land Acquisition Strategy & Policy Discussion: Town Center Park Infrastructure Update Discussion: Issaquah Fall City Road Project Update

<b>Tues 4/18</b>	4/12	6:30 pm	Regular Meeting	<p>Approval: 2017 Non-Motorized Transportation Project &amp; Consultant Contract/TBD</p> <p>Approval: 2017 Intersection Improvement Project &amp; Consultant Contract/TBD</p> <p>Approval: 2017 Neighborhood Transportation Projects &amp; Consultant Contract/TBD</p> <p>Approval: 2017 Sidewalk Program Project &amp; Consultant Contract/TBD</p> <p>Presentation &amp; Discussion: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project</p> <p>Ordinance: First Reading Electrical Code Adoption</p> <p>Contract: Transportation Master Plan Consultant/TBD</p> <p><u>Consent:</u></p> <p>Contract: Traffic Count Program Consultant/TBD</p> <p>Bid Award: 212<sup>th</sup> Improvement Project (Snake Hill)/TBD</p> <p>Bid Award: Signal Pole &amp; Mast Painting on 228<sup>th</sup> &amp; Issaquah Pine Lake Road/TBD</p> <p>Ordinance: Second Reading Electrical Code Adoption</p> <p>Bid Award: Skyline Community Sports Field Turf Replacement</p> <p>Contract: Stormwater Rate Study Consultant/TBD</p>
<b>May 2017</b>				
<b>Mon 5/01</b>	4/26	4:30 pm	Study Session	<p>Discussion: R-1 Land Use Density Analysis</p> <p>Discussion: Emergency Management Update</p> <p>Discussion: Police Services Analysis Scope of Work</p>
<b>Tues 5/02</b>	4/26	6:30 pm	Regular Meeting	<p>Proclamation: Affordable Housing Week</p> <p>Department Report: Finance</p> <p>Ordinance: First Reading Amending the Biennial Budget (carryforward requests)</p> <p>Public Hearing/Ordinance: First Reading Sign Code Update</p> <p>Public Hearing/Ordinance: First Reading Title 24 Comprehensive Planning Process &amp; Procedures Update</p> <p>Interlocal Agreement: Issaquah School District Joint-Use Agreement</p> <p><u>Consent:</u></p> <p>Ordinance: First Reading Electrical Code Adoption</p> <p>Contract: Communications Strategic Plan Consultant/TBD</p>

<b>Tues 5/09</b>	5/03	5:00 pm	Joint Study Session with Parks Commission & Planning Commission	Department Report: Community Development Discussion: Urban Forestry Management Plan Scope of Work Discussion: Land Acquisition Study Discussion: Parks, Recreation and Open Space (PRO) Plan Update
<b>Tues 5/16</b>	5/10	6:30 pm	Regular Meeting	Ordinance: Second Reading Sign Code Update Ordinance: Second Reading First Reading Title 24 Comprehensive Planning Process & Procedures Update Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements Ordinance: First Reading Stormwater Maintenance Code Updates Hand-Off/Discussion: 2018-2023 Capital Plans <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <u>Consent:</u> Ordinance: Second Reading Amending the Biennial Budget (carryforward requests) Contract: Fourth on the Plateau Fireworks Contract: Fourth on the Plateau Event Lighting Resolution: Youth Board Appointments Contract: City Hall Space Planning Consultant/TBD
<b>June 2017</b>				
<b>Mon 6/05</b>	5/31	4:30 pm	Study Session	Discussion: Internet Usage & Social Media Policies

<b>Tues 6/06</b>	5/31	6:30 pm	Regular Meeting	<p>Ordinance: Second Reading: Inglewood Historic Plat Drainage Requirements</p> <p>Ordinance: Second Reading Stormwater Maintenance Code Updates</p> <p>Public Hearing: 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <p>Resolution: Approving King County Animal Services Contract (Tentative)</p> <p><u>Consent:</u></p> <p>Bid Award: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project/TBD</p> <p>Bid Award: Major Stormwater Drainage Facility Repairs &amp; Solutions/TBD</p> <p>Bid Award: 212<sup>th</sup> Non-Motorized Gap Project/TBD</p> <p>Resolution: Inglewood Hill Stormwater Quality Retrofit Project Acceptance</p>
<b>Tues 6/13</b>	6/07	6:30 pm	Study Session	<p>Discussion: Land Acquisition Strategy &amp; Policy</p> <p>Discussion: 2018-2023 Capital Plans (if needed)</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul>
<b>Tues 6/20</b>	6/14	6:30 pm	Regular Meeting	<p>Presentation: Economic Development Analysis Final Report</p> <p>Presentation &amp; Discussion: Housing Strategy Update</p> <p>Presentation &amp; Discussion: Neighborhood Character</p> <p>Resolution: Adopting 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> <li>• Facilities Capital Improvement Plan</li> </ul> <p><u>Consent:</u></p> <p>Bid Award: SE 4<sup>th</sup> Street Improvement Project/TBD</p> <p>Bid Award: Louis Thompson Hill Landslide Area Project/TBD</p>

July 2017				
<b>Mon 7/03</b>	6/28	4:30 pm	Study Session	Meeting Cancelled (Pending Council Approval)
<b>Weds 7/05</b>	6/28	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Transportation Element Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Capital Facilities Element Presentation & Discussion: Introduction to Land Acquisition Policy Executive Session: Potential Land Acquisition  <u>Consent:</u> Bid Award: Sahalee Way Stormwater Tightline Project (not related to Sahalee Way Project)/TBD
<b>Tues 7/11</b>	7/05	6:30 pm	Study Session	Discussion: Transportation Master Plan Discussion: Parking Ordinance Discussion: Inattentive Driving Ordinance
<b>Tues 7/18</b>	7/12	6:30 pm	Regular Meeting	Ordinance: Second Reading Comprehensive Plan Amendments Transportation Element Ordinance: Second Reading Comprehensive Plan Amendments Capital Facilities Element Resolution: Adopting a Land Acquisition Policy  <u>Consent:</u> Bid Award: 2017 Crack Seal/TBD Bid Award: 2017 Intersection Improvement Project/TBD Bid Award: 2017 Neighborhood Transportation Projects /TBD Bid Award: 2017 Sidewalk Project/TBD Contract: Urban Forestry Management Plan Consultant/TBD
Aug 2017			No meetings	
Sept 2017				
<b>Mon 9/04</b>	8/30	4:30 pm	Study Session	Discussion: Maintenance Facility Strategic Plan Discussion: Communications Strategic Plan Discussion: Stormwater Rate Study Update

<b>Tues 9/05</b>	8/30	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Stormwater Rate Update Ordinance: First Reading: City Parking Ordinance Ordinance: First Reading: Inattentive Driving Ordinance  <u>Consent:</u> Bid Award: Enhanced Crosswalk on ELSP near SE 33 <sup>rd</sup> Street/TBD
<b>Tues 9/12</b>	9/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Human Services Needs Assessment Discussion: Zackuse Creek Culvert Replacement Project & Basin Plan Update
<b>Tues 9/19</b>	9/13	6:30 pm	Regular Meeting	Department Report: Public Works Department Report: Parks & Recreation Resolution: Adopting Internet Usage & Social Media Policies  <u>Consent:</u> Contract: Zackuse Creek Basin Plan Consultant/TBD Ordinance: Second Reading Stormwater Rate Update Ordinance: Second Reading City Parking Ordinance Ordinance: Second Reading: Inattentive Driving Ordinance
<b>Oct 2017</b>				
<b>Mon 10/02</b>	9/27	4:30 pm	Study Session	Department Report: Police Presentation & Discussion: Police Services Analysis Discussion: Communications Strategic Plan
<b>Tues 10/03</b>	9/27	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Administrative Services Resolution: Adopting Human Services Needs Assessment  <u>Consent:</u> Bid Award: City Hall Space Planning Project/TBD
<b>Tues 10/10</b>	10/04	6:30 pm	Study Session	Discussion: Transportation Master Plan Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Big Rock Park Site B Master Plan Update

<b>Tues 10/17</b>	10/11	6:30 pm	Regular Meeting	<p>Department Report: Finance  Department Report: Community Development</p> <p><u>Consent:</u>  Contract: Intelligent Transportation System Phase II Design/TBD  Resolution: Beaver Lake Preserve Project Acceptance  Resolution: Skyline High School Turf Replacement Project Acceptance</p>
<b>Nov 2017</b>				
<b>Mon 11/06</b>	11/07	4:30 pm	Study Session	<p>Discussion: Emergency Management Update  Discussion: Business Continuity Plan (Information Technology)</p>
<b>Tues 11/07</b>	11/07	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading Mid-Biennial Budget Update  Public Hearing/Ordinance: First Reading and Public Hearing: 2018 Property Tax Levy  Resolution: Adopting the Communications Strategic Plan</p> <p><u>Consent:</u></p>
<b>Tues 11/14</b>	11/14	6:30 pm	Study Session	<p>Discussion: Parks, Recreation and Open Space (PRO) Plan Update  Discussion: YMCA Property  Discussion: Transportation Master Plan</p>
<b>Tues 11/21</b>	11/21	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading School Impact Fee Updates  Public Hearing/Resolution: Comprehensive Plan Amendments - 2018 Docket</p> <p><u>Consent:</u>  Ordinance: Second Reading Mid-Biennial Budget  Ordinance: Second Reading Property Tax Levy Rate  Resolution: Fee Schedule  Resolution: Salary Schedule  Resolution: Medical Premium Co-Pay</p>

Dec 2017				
<b>Mon 12/04</b>	11/29	4:30 pm	Study Session	
<b>Tues 12/05</b>	11/29	6:30 pm	Regular Meeting	<u>Consent:</u> Final Reading: Annual Amendment of Comprehensive Plan Contract: ADA Transition Plan Consultant/TBD Contract: Water Quality Monitoring Strategic Plan/TBD Contract: Park Landscape Maintenance/TBD Contract: ROW Landscape Maintenance/TBD Contract: ROW Slope Mowing/TBD Contract: Street & Park Sweeping/TBD Contract: Custodial Services/TBD Contract: Vactoring Services/TBD Contract: Tree Services/TBD Contract: Fence Repair
<b>Mon 12/11</b>		6:30 pm		Volunteer Recognition Banquet
<b>Tues 12/12</b>	12/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update
<b>Tues 12/19</b>	12/13	6:30 pm	Regular Meeting	<u>Consent:</u> Contract: Beaver Lake Park Phase I Improvement Project Design Consultant/TBD
	To Be Scheduled		Parked Items	
	<ul style="list-style-type: none"> <li>Economic Development Plan</li> <li>Traffic Impact Fee Update</li> <li>Discussion: Concurrency Ordinance</li> <li>Contract: SE 24<sup>th</sup> St Sidewalk Design/TBD</li> <li>Lake Sammamish Water Level</li> </ul>		<ul style="list-style-type: none"> <li>Drones in Parks</li> <li>Resolution: Authorizing RCO Grant Application for Klahanie Park Improvements</li> </ul>	
			<ul style="list-style-type: none"> <li>Mountains to Sound Greenway</li> <li>Sustainability/Climate Change</li> <li>Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes</li> <li>Discussion: Inner City Bus Service</li> <li>Good Samaritan Law</li> </ul>	

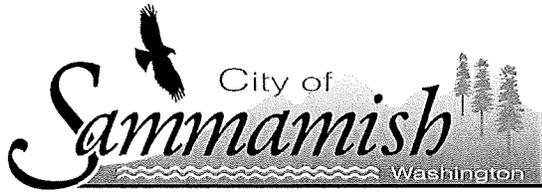


# February 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30 <b>8:30 am</b> Acceptance Art Exhibit	31	1 <b>6:30 pm</b> Parks Commission Meeting	2 <b>6:30 pm</b> Planning Commission Meeting	3	4 <b>10:00 am</b> Volunteer at Lower Commons Park <b>7:00 pm</b> Gen-Thriller Murder Mystery Theater Performance
5	6 <b>5:00 pm</b> Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	7 <b>1:30 pm</b> Human Services Task Force Meeting	8 <b>6:00 pm</b> Artists' Opening Reception	9	10	11
12	13 <b>6:30 pm</b> City Council Special Study Session	14 <b>6:30 pm</b> City Council Study Session - Canceled	15 <b>6:30 pm</b> Land Acquisition Strategy Public Meeting #1	16 <b>6:30 pm</b> Planning Commission Meeting - Canceled	17	18
19	20 <b>12:00 am</b> President's Day (Observed) - City offices closed	21 <b>6:30 pm</b> City Council Regular Meeting	22 <b>6:30 pm</b> Planning Commission Special Meeting	23	24	25 <b>11:00 am</b> Build-It Sammamish LEGO Event
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28 <b>6:30 pm</b> Parks Commission Meeting	1 <b>6:30 pm</b> Human Services Task Force Meeting	2 <b>6:30 pm</b> Planning Commission Meeting	3	4
5	6 <b>4:30 pm</b> City Council Study Session	7 <b>5:00 pm</b> Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	8 <b>1:30 pm</b> Human Services Task Force Meeting	9	10	11

# March 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28	1 <b>6:30 pm</b> Parks Commission Meeting	2 <b>6:30 pm</b> Planning Commission Meeting	3	4
5	6 <b>4:30 pm</b> City Council Study Session	7 <b>5:00 pm</b> Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	8 <b>1:30 pm</b> Human Services Task Force Meeting	9	10	11
12	13 <b>6:30 pm</b> City Council	14 <b>6:30 pm</b> City Council Study Session - Canceled	15 <b>6:00 pm</b> Sammamish Youth Board	16 <b>6:30 pm</b> Planning Commission Meeting	17	18 <b>9:00 am</b> Volunteer at Lancaster Pond <b>1:00 pm</b> Make It A Glass Day
19	20 <b>6:30 pm</b> City Council Special Meeting	21 <b>6:30 pm</b> City Council Regular Meeting	22	23	24	25 <b>9:00 am</b> Volunteer at Ebright Creek
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28	29	30	31	1
2	3 <b>4:30 pm</b> City Council Study Session	4 <b>5:00 pm</b> City Council Office Hour	5 <b>6:30 pm</b> Parks Commission Meeting - Canceled	6 <b>5:00 pm</b> Joint Meeting with Parks & Recreation Commission and Planning Commission <b>6:30 pm</b> Parks Commission Meeting	7	8



# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** February 16, 2017  
**RE:** Claims for February 21, 2017

\$ 218,126.80  
 19,241.38  
 25,388.71  
 358,870.93  
 78,009.07

### Top 10 Over \$10,000 Payments

Friends of Issaquah Salmon Hatch	\$20,000.00	Fish Food Program
Hartford Insurance	\$127,789.66	Porter Brothers Payment - SCAC
D.A. Hogan	\$20,070.00	Skyline Turf Replacement Program
Ichijo	\$86,920.31	Refund on Parks & Traffic Impact Fees
Lynn Moberly	\$12,391.50	Criminal Prosecution - January 2017
Toll Wa LP	\$15,000.00	Cash Bond Refunds
Wa Dept of Ecology	\$13,274.45	Water Quality Program - 2017
HDR Engineering	\$32,772.14	Sam Landing ADA + Engineering Support Services
Kenyon Disend	\$36,012.53	Attorney Services -December 2016

**TOTAL \$ 699,636.89**  
 Check #46598 - #46676

218,126.80 +  
 19,241.38 +  
 25,388.71 +  
 358,870.93 +  
 78,009.07 +  
 005  
 699,636.89 +

## Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
46598	02/03/2017	AWCLIF	Association of Washington Cities	231.60	46,598
46599	02/03/2017	AWCMED	AWC Employee Benefits Trust	142,560.90	46,599
46600	02/03/2017	CENTLIN2	Century Link	66.99	46,600
46601	02/03/2017	COMCAST2	Comcast	9.44	46,601
46602	02/03/2017	FOLSPARK	Friends Of Lk Sammamish State Park	3,000.00	46,602
46603	02/03/2017	ICMA401	ICMA 401	48,616.17	46,603
46604	02/03/2017	ICMA457	ICMA457	16,345.69	46,604
46605	02/03/2017	IDHW	Idaho Child Support Receipting	200.00	46,605
46606	02/03/2017	KINGPET	King County Pet Licenses	300.00	46,606
46607	02/03/2017	LEGALSHI	Legal Shield	89.70	46,607
46608	02/03/2017	NAVIA	Navia Benefits Solution	2,010.47	46,608
46609	02/03/2017	PSE	Puget Sound Energy	3,836.02	46,609
46610	02/03/2017	RUPKE	Colleen Rupke	29.25	46,610
46611	02/03/2017	WASUPPOR	Wa State Support Registry	830.57	46,611

Check Total:

218,126.80

# Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
46612	02/03/2017	US BANK	U. S. Bank Corp Payment System	19,241.38	46,612
				<u>19,241.38</u>	
Check Total:				<u>19,241.38</u>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 2/13/2017 - 10:57 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
46613	02/14/2017	FRONTIR2	Frontier	390.48	46,613
46614	02/14/2017	PSE	Puget Sound Energy	24,998.23	46,614
Check Total:				25,388.71	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
46615	02/21/2017	ALLAROUN	All Around Fence Co	9,192.53	46,615
46616	02/21/2017	AST	Active Shooter Training LLC	700.00	46,616
46617	02/21/2017	BARAN	Sevda Baran	31.11	46,617
46618	02/21/2017	BLACKBUR	Kimberly Blackburn	300.00	46,618
46619	02/21/2017	BOHANAN	Martin Bohanan	78.75	46,619
46620	02/21/2017	BUTKUS	Butkus Consulting, Inc.	467.50	46,620
46621	02/21/2017	CARDINAL	Cardinal Heating & A/C	105.00	46,621
46622	02/21/2017	CENTURY	Century Link	52.67	46,622
46623	02/21/2017	COSTCO	Costco Wholesale	776.47	46,623
46624	02/21/2017	CUNNINGH	J. A. Cunningham Consulting LLC	1,417.50	46,624
46625	02/21/2017	DAILY	Daily Journal of Commerce	161.00	46,625
46626	02/21/2017	DRIVERS	Drivers License Guide Co.	29.95	46,626
46627	02/21/2017	EASTFOOT	Eastside Football Club	505.00	46,627
46628	02/21/2017	EHSF	Eastside Human Services Forum	250.00	46,628
46629	02/21/2017	FISH	Friends of Issaquah Salmon Hat	20,000.00	46,629
46630	02/21/2017	GALT	John E. Galt	4,165.00	46,630
46631	02/21/2017	GRAYOS	Gray & Osborne, Inc.	2,631.51	46,631
46632	02/21/2017	GREATAME	Great America Financial Services	130.31	46,632
46633	02/21/2017	HARTFORD	Hartford Fire Insurance Co	127,789.66	46,633
46634	02/21/2017	HERITAGE	Heritage Bank	6,114.34	46,634
46635	02/21/2017	HOGAN	D. A. Hogan & Assoc., Inc	20,070.00	46,635
46636	02/21/2017	HORNISH	Tom Hornish	47.08	46,636
46637	02/21/2017	HOWARD	Lyman Howard	70.60	46,637
46638	02/21/2017	ICHIJO	Ichijo USA Co., LTD	86,920.31	46,638
46639	02/21/2017	JIRSA	Barbara Jirsa	267.24	46,639
46640	02/21/2017	KPG	KPG Interdisciplinary Design	2,240.00	46,640
46641	02/21/2017	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	46,641
46642	02/21/2017	MAILPO	Mail Post	307.42	46,642
46643	02/21/2017	MARKETIN	Marketing Solutions, Inc.	3,250.00	46,643
46644	02/21/2017	MOBERLY	Lynn Moberly	12,391.50	46,644
46645	02/21/2017	NESAM	NE Sammamish Sewer & Water	135.29	46,645
46646	02/21/2017	NWICC	NW Wa Chapter ICC	325.00	46,646
46647	02/21/2017	OTAK	Otak	4,276.00	46,647
46648	02/21/2017	PACSOIL	Pacific Topsoils, Inc	667.54	46,648
46649	02/21/2017	REDMOND	City Of Redmond	34.00	46,649
46650	02/21/2017	ROCKROOF	Rock Roofing Inc	190.50	46,650
46651	02/21/2017	ROTARSAM	Rotary Club of Sammamish	156.00	46,651
46652	02/21/2017	SAM	Sammamish Plateau Water Sewer	1,672.03	46,652
46653	02/21/2017	SDA	Site Development Associates LLC	9,420.07	46,653
46654	02/21/2017	SEATIM	Seattle Times	4,142.13	46,654
46655	02/21/2017	SILVERKI	Silver Kite Community Arts Consultin	750.00	46,655
46656	02/21/2017	SONG	Chun Song	197.05	46,656
46657	02/21/2017	STAPLES	Staples Advantage	2,255.40	46,657
46658	02/21/2017	TAGS	Tags Awards & Specialties	87.05	46,658
46659	02/21/2017	TOLL	Toll Wa LP	15,000.00	46,659
46660	02/21/2017	TRANSOLU	Transportation Solutions, Inc	1,068.75	46,660
46661	02/21/2017	TUBBS	Thomas Tubbs	55.83	46,661
46662	02/21/2017	VERIZON	Verizon Wireless	3,922.09	46,662
46663	02/21/2017	WAECOL	Wa State Dept of Ecology	13,274.45	46,663
46664	02/21/2017	WEATHER	Weathernet LLC	350.00	46,664

Check	Date	Vendor No	Vendor Name	Amount	Voucher
46665	02/21/2017	WESCOM	Wescom	320.00	46,665
46666	02/21/2017	WORKSAFE	A Work Safe Service, Inc	55.00	46,666
				<hr/> <hr/>	
				Check Total:	
				358,870.93	
				<hr/> <hr/>	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 2/16/2017 - 11:49 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
46667	02/21/2017	ENGECONO	Engineering Economics, Inc.	695.00	46,667
46668	02/21/2017	GUBATA	Allison Gubata	99.40	46,668
46669	02/21/2017	HDR	HDR Engineering, Inc	32,772.14	46,669
46670	02/21/2017	HWA	HWA GeoSciences, Inc	630.00	46,670
46671	02/21/2017	KENYON2	Kenyon Disend PLLC	36,012.53	46,671
46672	02/21/2017	KCBLANK	King County Finance	3,984.73	46,672
46673	02/21/2017	LESSCHWA	Les Schwab Tire Center	148.12	46,673
46674	02/21/2017	ODELL	Thomas Odell	184.54	46,674
46675	02/21/2017	PLATT	Platt Electric Supply	482.18	46,675
46676	02/21/2017	SAMCITIZ	Sammamish Citizen Corps Council	3,000.43	46,676
				78,009.07	
Check Total:					





**Meeting Date:** February 21, 2017

**Date Submitted:** 1/30/2017

**Originating Department:** Public Works

**Clearances:**

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

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

**Action Required:** Second reading and adoption of the ordinance

- Exhibits:**
1. Draft Ordinance
  2. Draft SMC 13.20.090 and SMC 13.20.100 Amended
  3. Resolution R2016-700 Shared Public/Private Property Storm and Surface Water Management Responsibilities

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

**Summary Statement:**

The City Council directed staff to develop a policy clarifying the conditions under which the City would consider making public investments in privately owned storm water systems last fall. Staff worked with the Finance Committee to review the proposal. Based on the committee's input and direction, staff presented the draft policy to the City Council for discussion and review on September 20, 2016 and October 4, 2016. The City Council adopted Resolution R2016-700 on October 18, 2016 and requested that the appropriate municipal codes reflect the intent described in the resolution.

**Background:**

There are a number of privately owned storm water facilities and systems in Sammamish. Most were installed under King County's standards and jurisdiction prior to when the City incorporated. One well-known example is the Tamarack neighborhood, located just north of Louis Thompson Road. Several Tamarack homeowners approached the City to fund an improvement of their privately owned storm water system which consists of ditches, culverts and overland flow. The road is not constructed to current standards either. The homeowners want the City to construct a formal drainage system by collecting and conveying the storm water from their neighborhood down to East Lake Sammamish Parkway.

The City did not have a policy or code that provided clear guidance in determining whether to make public investments on a private system such as those that the Tamarack neighbors requested. The City

Council passed Resolution R2016-700, which was intended to provide policy guidance regarding public investments in private storm water systems. It is also intended to give flexibility to the Council on a case-by-case basis to take on some or all ownership responsibilities for privately-owned stormwater systems if certain conditions are met.

The City Council also directed staff to codify the policies created in the resolution. Staff therefore recommends amending Sammamish Municipal Code (SMC) 13.20.090 Drainage facilities accepted by Sammamish for maintenance (Amended), and SMC 13.20.010 Drainage facilities not accepted by Sammamish for maintenance (Amended).

**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 in the future. Funding for any potential projects allowed under the new policy would be considered by separate action of the City Council.

**Recommended Motion:**

Conduct second reading of the draft SMC 13.20.090 and SMC 13.20.100 code amendments and adopt the final ordinance on February 21, 2017.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2017-\_\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, RELATING TO MAINTENANCE BY THE  
CITY OF DRAINAGE FACILITIES, AND SPECIFICALLY  
AMENDING SMC SECTIONS 13.20.090 AND 13.20.100;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE**

WHEREAS, Sammamish Municipal Code (SMC) Sections 13.20.090 and 13.20.100 relate to the maintenance of drainage facilities by the City; and

WHEREAS, the City Council desires to amend SMC Sections 13.20.090 and 13.20.100 to provide that, in circumstances where a clear public benefit exists for the City to provide resources or otherwise participate in the acquisition and maintenance of a private storm or surface water system component, the City should quantify that public benefit in relationship to the cost of any such acquisition;

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

**Section 1. SMC 13.20.090 (Drainage facilities accepted by Sammamish for maintenance), Amended and SMC 13.20.100 (Drainage facilities not accepted by Sammamish for maintenance), Amended.** Sammamish Municipal Code Section 13.20.090 (Drainage facilities accepted by Sammamish for maintenance) and Sammamish Municipal Code Section 13.20.100 (Drainage facilities not accepted by Sammamish for maintenance) are hereby amended per Attachment A.

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

**Section 3. Effective Date.** This Ordinance shall 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 \_\_\_\_\_, 2017.**

CITY OF SAMMAMISH

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Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

---

Michael R. Kenyon, City Attorney

Filed with the City Clerk: January 31, 2017

First Reading: February 7,

Passed by the City Council:

Date of Publication:

Effective Date:

**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 (i) the City first determines that a clear public benefit will result, greater in scope than the public cost, from the use of public resources to participate wholly or partially in the maintenance of a private storm or surface water drainage system component, and (ii) all of 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;

Exhibit 2  
Attachment A

(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.

**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

Exhibit 2  
Attachment A

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. In any such case-by-case analyses, the City shall only be responsible for the performance, operation and maintenance of drainage facilities and conveyance systems if a determination is first made pursuant to the criteria set forth in SMC 13.20.090(2) as now in effect or as may be subsequently amended. (Ord. O2011-304 § 1 (Att. A))

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO: R2016-700**

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

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

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

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

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

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

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

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

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

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

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

## Exhibit 3

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

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

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

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

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

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

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

### Exhibit 3

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

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

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

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

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

Exhibit 3

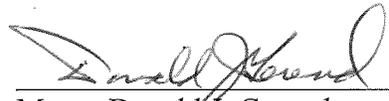
technical assistance to property owners, but it is the responsibility of the private property owner to decide on a course of action, if needed, to address their private drainage issue.

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

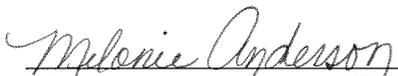
Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT THEIR REGULAR MEETING  
THEREOF ON THE 18<sup>th</sup> DAY OF OCTOBER, 2016.**

CITY OF SAMMAMISH

  
\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Michael R. Kenyon, City Attorney

Filed with the City Clerk:   October 13, 2016  
Passed by the Council:       October 18, 2016  
Resolution No:                R2016-700



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/1/2017

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** An Ordinance establishing a new Sammamish Municipal Code Chapter 2.70 entitled Emergency Management Organization.

**Action Required:** Conduct second reading a move to adopt the ordinance.

**Exhibits:** 1. Ordinance

**Budget:** N/A

**Summary Statement:**

This proposed ordinance is largely a consolidation of existing, uncodified emergency management provisions into a new chapter of the Sammamish Municipal Code.

**Background:**

The City's current emergency management structure exists within one uncodified ordinance and two resolutions. These pieces of legislation will be repealed and replaced by the proposed consolidated ordinance:

- **Ordinance O99-39** created an Emergency Planning Committee to support the preparation of the City's first Emergency Management Plan. However, once the Plan was finished in 2001, the Committee became inactive. The proposed ordinance will repeal O99-39 and create a new "Emergency Management Coordinating Committee" to facilitate coordination between the City and key community partners, such as school districts, neighboring cities, utility providers and the Citizen Corps.
- **Resolution R2001-63** established the City's first emergency management organization. The proposed ordinance will repeal R2001-63 and codify the City's emergency management organization in greater detail.
- **Resolution R2005-213** adopted the National Incident Management System (NIMS) as the standard for incident management within the City. The proposed ordinance will repeal R2005-213 and codify NIMS as the City's standard for incident management.

While the current provisions included in Ordinance 099-39, Resolution R2001-63 and Resolution R2005-213 do comply with State law, they are uncoordinated and difficult to find. The proposed ordinance will increase the accessibility of the information while maintaining compliance with State law.

The approach used in drafting the new ordinance is considered a best practice and the ordinance is similar to those in neighboring jurisdictions. The ordinance was developed in consultation with the City's emergency management consultant, Gail Harris.

**Financial Impact:** N/A

**Recommended Motion:**

Motion to approve the ordinance amending SMC 2.70 entitled Emergency Management Organization.

**CITY OF SAMMAMISH  
WASHINGTON**

**ORDINANCE NO. O2017-**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH,  
WASHINGTON, ADOPTING A NEW SAMMAMISH  
MUNICIPAL CODE CHAPTER 2.70 ENTITLED EMERGENCY  
MANAGEMENT ORGANIZATION; REPEALING  
ORDINANCE NO. O99-39 AND RESOLUTION NOS. 2001-63  
AND R2005-213; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 38.52 RCW directs local governments to establish a local organization for emergency management and adopt a plan and program for emergency management within their jurisdiction; and

WHEREAS, on October 6, 1999, the City Council adopted Ordinance No. O99-39, creating an Emergency Planning Committee for the purpose of providing guidance and direction in meeting the emergency needs of the City and to create a local Emergency Management Plan; and

WHEREAS, on February 21, 2001, the City Council established an emergency management organization for the City with the passage of Resolution No. R2001-63; and

WHEREAS, on November 15, 2005, the City Council adopted the National Incident Management System as the standard for incident management within the City with the passage of Resolution No. R2005-213; and

WHEREAS, the Emergency Planning Committee has been inactive since the development of the City's original Emergency Management Plan in 2001; and

WHEREAS, the City Council has determined that the Emergency Planning Committee should be dissolved and a new Emergency Management Coordinating Committee be established to review and advise the City staff and the Council on the City's emergency management function; and

WHEREAS, the City Council desires to repeal the previous ad hoc provisions establishing an organization and standards for emergency management, and to establish a new emergency management organization, appoint a director of emergency management, and adopt consolidated procedures and requirements necessary to mitigate the impact of emergencies and protect the health and safety of all people within the City of Sammamish, and to codify such procedures in the City Code;

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

**Section 1. Repealer.** City of Sammamish Ordinance No. O99-39, is hereby repealed in its entirety, and the Sammamish Emergency Planning Committee is hereby dissolved.

**Section 2. Repealer.** City of Sammamish Resolution No. R2001-63 is hereby repealed in its entirety, and the emergency management organization created thereunder is hereby dissolved.

**Section 3. Repealer.** City of Sammamish Resolution No. R2005-213 is hereby repealed in its entirety.

**Section 4. New Chapter 2.70 SMC, Emergency Management Organization, Adopted.**  
A new Sammamish Municipal Code Chapter 2.70, *Emergency Management Organization*, is hereby adopted to read as set forth in **Attachment A**, which is incorporated herein by this reference.

**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This Ordinance 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 FEBRUARY, 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_

Exhibit 1

Michael R. Kenyon, City Attorney

Filed with the City Clerk:	February 1, 2017
First Reading:	February 7, 2017
Passed by the City Council:	
Date of Publication:	
Effective Date:	

**Chapter 2.70  
EMERGENCY MANAGEMENT ORGANIZATION**

**Sections:**

<b>2.70.010</b>	<b>Purpose.</b>
<b>2.70.020</b>	<b>Definitions.</b>
<b>2.70.030</b>	<b>Emergency Management Organization.</b>
<b>2.70.040</b>	<b>Comprehensive Emergency Management Plan.</b>
<b>2.70.050</b>	<b>City Manager – Disaster and Emergency Powers.</b>
<b>2.70.060</b>	<b>City Manager – Duties and Powers as Director of Emergency Management.</b>
<b>2.70.070</b>	<b>National Incident Management System.</b>
<b>2.70.080</b>	<b>Emergency Management Coordinating Committee.</b>
<b>2.70.090</b>	<b>Severability.</b>
<b>2.70.100</b>	<b>Liability.</b>

**2.70.010 Purpose.**

The purpose of this chapter is to create an emergency management organization, which will carry out emergency management functions and provide for the preparation and implementation of emergency management plans to prevent, mitigate, prepare for, respond to and recover from an emergency or disaster. Further, this chapter provides for coordination of the emergency management and disaster functions between the City and other public agencies, affected private persons, corporations and organizations.

**2.70.020 Definitions.**

For the purposes of this chapter, the following terms shall have the meanings ascribed, unless the context clearly indicates otherwise:

(1) “City” means the City of Sammamish, Washington.

(2) “Emergency” and “disaster” shall mean an event or set of circumstances which:

(a) Demands immediate action to preserve public health; protect life property, or natural resources; or provide relief to any stricken community overtaken by such occurrences; or

(b) Has been proclaimed by the governor as a state of emergency pursuant to RCW 43.06.010.

(3) “Emergency management” or “comprehensive emergency management” means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, whether natural or manmade, and to provide support for search and rescue operations for persons and property in distress.

(4) “Emergency Management Organization” or “EMO” means the City’s emergency management function operating within the City Manager’s department.

(5) “Emergency Manager” means the individual designated by the City Manager to oversee the administration and operation of the City’s emergency management organization pursuant to SMC 2.70.030(2).

(6) “Hazard vulnerability analysis” means the comprehensive examination and reporting of all potential technological or natural hazards that the City may be exposed to and/or suffer loss from. This analysis is used as a basis for developing the City’s hazard mitigation plan.

(7) “Mitigation” includes risk analysis, review and identification of technological and natural hazards, development of strategies to minimize such hazards, and development of resources and capabilities to respond effectively to risks not controlled through conventional methods. Mitigation strategies may be developed in conjunction with the hazard vulnerability analysis.

(8) “National Incident Management System” or “NIMS” refers to the emergency management doctrine adopted by the Federal Emergency Management Agency (FEMA) in response to Homeland Security Presidential Directive 5.

(9) “Preparation” means the active planning, writing and revising of operational procedures and policies to prepare for responding to a disaster. It includes coordination with local, county, state and federal agencies to ensure cohesive working relationships and compatible emergency plans.

(10) “Recovery” includes assessment of community needs after an emergency or disaster event; prioritization of actions for relief, reconstruction or rehabilitation and coordination of agencies regarding same; documentation of costs for future reimbursement; and facilitation of disaster assistance offices in providing the community with efficient mechanisms to obtain federal, state and local assistance.

(11) “Response” includes the initiation of warnings for a potential disaster, initiation of actions necessary to effectively act during a disaster, damage assessment and evaluation, coordination of operations, logistics, planning and finance activities during a disaster, and documentation of actions taken during a disaster.

(12) “Whole community engagement” means a process to regularly engage the whole community to seek and obtain continued and coordinated stakeholder involvement and input regarding the emergency management program, including but not limited to policies, plans, ordinances, training, exercises, budget, public education, strategies and other emergency management topics.

### **2.70.030 Emergency Management Organization.**

There is hereby created, in accordance with Chapter 38.52 RCW, a local Emergency Management Organization (“EMO”) within the City, which shall operate under the City Manager’s

Department. The EMO shall represent only the City and operate only within the City's incorporated limits.

(1) Purpose. The purpose of the EMO is to perform local emergency management functions in accordance with the provisions of this chapter. The EMO provides a critical public safety function in partnership with community partners, creating a framework to reduce the City's vulnerability to threats and hazards and help the community cope with disasters.

(2) Organization. The EMO shall consist of such officers and employees of the City as specified in the comprehensive emergency management plan promulgated under this chapter. The EMO shall be headed by the City Manager, who shall be directly responsible for the organization, administration, and operation of the EMO as Director of Emergency Management for the City. The City Manager may elect to appoint an Emergency Manager to assist with the day-to-day administration and operation of the EMO.

#### **2.70.040 Comprehensive Emergency Management Plan.**

A Comprehensive Emergency Management Plan (CEMP) shall be prepared for the City by, or under the direction of, the Emergency Management Director. The plan shall conform to the requirements of Chapter 118-30 of the Washington Administrative Code (WAC), as they now exist or may hereafter be amended, and shall comply with any other administrative rules and regulations of the State of Washington promulgated under authority of Chapter 38.52 RCW governing emergency management of subdivisions of the state.

#### **2.70.050 City Manager – Disaster and emergency powers.**

(1) In the event of an emergency or disaster, the City Manager is authorized:

(a) To make and issue emergency rules, regulations and orders on matters reasonably related to the protection of life, property and natural resources affected by such emergency or disaster; provided, that such rules, regulations and orders must be confirmed at the by the City Council at the next regular meeting thereof;

(b) To issue a proclamation of local emergency and transmit such proclamation to federal, state, regional and local agencies. Upon issuance of a proclamation pursuant to this subsection, the EMO may take necessary measures to combat a disaster; protect persons, property and natural resources; provide emergency assistance to victims of the disaster; and exercise all other powers authorized by RCW 38.52.070, without regard to time-consuming procedures and formalities (excepting mandatory constitutional requirements). Such a proclamation must be approved by the City Council at the next regular meeting thereof;

(c) To control and direct the efforts of the EMO;

(d) To requisition necessary personnel or material of any City department or agency;

(e) To require the emergency services of any City officer or employee and, in the event of a proclamation of emergency in the City or of a proclamation of emergency or disaster by the County Executive or the State's Governor affecting the City, to command the service and equipment of as many citizens of the City as may be deemed necessary in light of the emergency or disaster proclaimed;

(f) To execute all of the special powers conferred by any other county, state or federal statute or rule, or by any agreement or other lawful authority; and

(g) To establish and maintain continuity of government by ensuring proper provisions for succession of authority are included in the City's CEMP.

(h) The City Manager shall have the power to sign, on behalf of the City, mutual aid agreements with other municipalities, the county and other governmental subdivisions, which have been approved by the City Council.

**2.70.060 City Manager – Duties and powers as director of emergency management.**

In addition to the emergency powers set forth in SMC 2.70.050, the City Manager, as Director of Emergency Management, shall have the duties and powers described below.

(1) Duties. It shall be the duty of the Director of Emergency Management, or his or her designee, to:

(a) Prepare and submit all plans, annexes, attachments, program papers, progress reports, and other documents required by Chapter 118-30 WAC, as amended, or any other administrative rules and regulations of the State of Washington promulgated under the authority of RCW 38.52 governing emergency management plans of subdivisions of the State;

(b) Review and update such documents within the time frames prescribed by Chapter 38.52 RCW and Chapter 118-30 WAC;

(c) Represent the City in all interjurisdictional matters relating to emergency management;

(d) Conduct such emergency operations exercises as may be required by law;

(e) Conduct periodic inspections of the city's emergency facilities and systems, including but not limited to an emergency operations center and communication system, to determine their state of readiness;

(f) Monitor the City's compliance with the requirements of relevant state laws and regulations related to emergency management;

- (g) Prepare and implement the mandates of the National Incident Management System; and
- (h) Facilitate coordination with the City's Emergency Management Coordinating Committee.

(2) Powers. In the event of an emergency or disaster, the Emergency Management Director, or his or her designee, is authorized:

- (a) To direct coordination and cooperation between departments and employees of the City, and to resolve questions of authority and responsibility;
- (b) To activate the City's emergency operations center, as needed for coordination; and
- (c) To execute all of the special powers conferred upon the Director of Emergency Management by any local, state or federal statute or rule, or by any agreement or other lawful authority.

**2.70.070 National Incident Management System.**

The National Incident Management System (NIMS) promulgated by the Federal Emergency Management Agency is established as the standard for incident management within the City.

**2.70.080 Emergency Management Coordinating Committee.**

(1) To facilitate whole community engagement in the City's emergency management planning, there is hereby created an Emergency Management Coordinating Committee for the City of Sammamish, which shall, to the extent possible, consist of the following:

- (a) The City's Emergency Manager, who shall act as chair;
- (b) The City Manager, or his or her designee;
- (c) The Public Works Director, or his or her designee;
- (d) The Community Development Director, or his or her designee;
- (e) The City Police Chief, or his or her designee;
- (f) The Chief of Eastside Fire & Rescue, or his or her designee;
- (g) A representative of each school district located within the City;
- (h) A representative of each utility that serves citizens of Sammamish;
- (i) A representative of the Sammamish Citizen Corps Council.

(2) As appropriate, the City Manager may appoint additional members to the Emergency Management Coordinating Committee from City staff, faith-based organizations, neighboring jurisdictions, human services organizations, neighborhood associations, major local employers, or small business representatives, based upon such member's knowledge, experience, resources or capabilities in the area of emergency management.

(3) The Emergency Management Coordinating Committee shall meet at a frequency established by the Committee, but at a minimum bi-annually. The Committee shall choose a vice-chair to act in the absence of the Emergency Manager.

(4) It shall be the duty of the Emergency Management Coordinating Committee to review and advise the City Manager and City Council on the City's emergency management programs, mutual aid agreements, ordinances, resolutions, contracts and rules and regulations as are necessary to implement such plans and agreements. The Committee shall report to the City Council annually on the "state of emergency management" in the City, and more frequently if an emergency or disaster event warrants such a report.

**2.70.90 Severability.**

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances is not affected.

**2.70.100 Liability.**

Liability for actions or services rendered in accordance with this chapter shall be as set forth in RCW 38.52.180.

## Exhibit 1



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/2/2017

**Originating Department:** Finance IT

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney       | <input type="checkbox"/> Community Development   | <input type="checkbox"/> Public Safety |
| <input checked="" 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:** Update to the Municipal Code regarding administrative procedures on contract authorizations

**Action Required:** Conduct Second Reading and adopt the Ordinance

**Exhibits:**

1. Ordinance
2. Draft Attachment A

**Budget:** This Ordinance has no budgetary impact.

**Summary Statement:**

This ordinance updates the City's current Sammamish Municipal Code (SMC) Section 2.50 to incorporate two major types of amendments to this section of code that has not been revised since the City's early incorporation years. The first update is related to changes in State law and purchasing requirements that have been issued over the past 16 or so years. The second update is to increase the City Manager's \$15,000 authorization limit to \$50,000 to be consistent with the \$50,000 bond amount required under a separate section of the SMC, Section 2.15.020. Additionally, changes previously approved by the City Council via Ordinance O2016-427 (adopted December 13, 2016), regarding the City Manager's authority to purchase real property easements, have been incorporated into Section 2.50.010(1)(m).

**Background:**

Title 2 of the Sammamish Municipal Code (SMC) is the administrative section of the Code. Section 2.50 refers specifically to the contract approval procedures for approving certain contracts above and beyond the restrictions already in place by State and Federal law. This section of the code also grants the City Manager authority with respect to certain contracts under the restrictions identified. One of those restrictions is a dollar threshold limitation of \$15,000, which is less than the \$50,000 bond amount that is stipulated in Section 2.15.020 of the Sammamish Municipal Code.

The proposed revisions to this language and the suggested increase in the amount from \$15,000 to \$50,000 was reviewed in detail at the November and December Finance Committee meetings in 2016.

This recommendation, as approved by the 2016 Finance Committee members, is coming forward now for full City Council approval.

Approval of these updates would eliminate the existing contradiction between two sections of existing code relating specifically to the City Manager's contract authorization dollar threshold (2.50.010) and the City Manager position's bond requirement (SMC 2.15.020). Since this change would be a change to the Municipal code it would require approval of an Ordinance by the City Council.

First reading of this ordinance was conducted on February 7, 2017 and is being placed on the Consent Agenda, per Council direction.

**Financial Impact:**

No budgetary impact.

**Recommended Motion:**

Motion to adopt the ordinance amending SMC 2.50.

**CITY OF SAMMAMISH  
WASHINGTON  
ORDINANCE NO. O2017-\_\_\_\_**

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**AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON,  
AMENDING CHAPTER 2.50 OF THE SAMMAMISH MUNICIPAL  
CODE, UPDATING THE CITY MANAGER’S AUTHORITY TO  
EXECUTE CERTAIN CONTRACTS WITHOUT FURTHER COUNCIL  
ACTION AND IN AN AMOUNT CONSISTENT WITH BONDING  
REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council wishes to authorize an update to Section 2.50 of the Sammamish Municipal Code as set forth in Attachment “A”; and

WHEREAS, in reviewing the text for SMC 2.50 and the changes that have occurred in State law related to purchasing and contracting since the original adoption of this chapter of City code, the City Council has determined this update to be necessary; and

WHEREAS, a detailed review of the proposed text was completed at the City Council’s Finance Committee meetings in November and December of 2016 and the text updates being recommended are consistent with that City Council Committee’s direction; and

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

**Section 1.** The proposed amendments to Chapter 2.50 Sammamish Municipal Code set forth in Attachment “A” to this Ordinance are hereby adopted.

**Section 2. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**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 \_\_\_\_\_, 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Donald J. Gerend, Mayor

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Mike Kenyon, City Attorney

Filed with the City Clerk: February 2, 2017

First Reading: February 7, 2017

Passed by the City Council:

Publication Date:

Effective Date:

**Chapter 2.50****CONTRACT APPROVAL**

## Sections:

2.50.010 Contract approval authorization.

The following procedure is hereby established for the approval of certain contracts and granting the City manager authority with respect to such contracts:

(1) The City council authorizes the City manager to enter into and execute on behalf of the City the following contracts without individual approval of each contract by the City council, so long as the contract is consistent with the approved annual budget for the City, and the City's liability under the contract does not exceed available fund balances:

- (a) Contracts for purchase of goods, supplies, materials, or equipment involving a cost or fee (including sales tax) of less than \$50,000.
- (b) Professional service contracts, including contracts for architectural, engineering, legal, and consulting services involving a cost or fee of less than \$50,000.
- (c) Maintenance contracts involving a cost or fee (including sales tax) of less than \$50,000 per year.
- (d) Public works projects involving a cost or fee of less than \$65,000 for projects involving multiple trades and \$40,000 for projects involving a single trade or such limits as may otherwise be established by RCW 35.23.352 as now in effect or hereafter amended.
- (e) Settlement agreements involving a cost or fee of less than \$50,000.
- (f) Retention of legal counsel and expert consultants, involving claims or suits in which the City is a party.
- (g) Other routine agreements where no expenditure is involved, or the cost, expenditure, or fee (including sales tax) does not exceed \$50,000.
- (h) Lease agreements for materials, supplies, and equipment where the expenditure or fee does not exceed \$50,000 per year.
- (i) Sale of unneeded surplus personal property with an estimated cumulative value of \$50,000 or less, which has been declared surplus personal property by the City may be disposed of by the City manager in accordance with state law and informal procedures that reflect the best interest of the City.
- (j) Contracts that carry out or implement a provision of the Sammamish Municipal Code or established City policy, e.g., maintenance or performance bonds for plat improvements.
- (k) Emergency Contracts. "Emergency" means a set of unforeseen circumstances that either:
  - (i) Presents a real, immediate threat to the proper performance of essential functions; or
  - (ii) May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or
  - (iii) For public works projects, may result in a substantial loss to the City if the contract is not immediately entered into.
- (l) Employment and Personnel Matters. Unless otherwise provided by statute, ordinance, or resolution, e.g., salaries and compensation are subject to City resolution.

## Exhibit 2

1. (m) Contracts to accept real property conveyances and other real property rights as set forth below, which may include the cost of required site work, ~~in support of a construction project~~ approved by the City council; provided, the funds to purchase the easements or rights-of-way have been budgeted for that purpose and the purchase price of the given easement or right-of-way, excluding the cost of the required site work, is within 10 percent of its appraised value and the cost of any individual conveyance does not exceed \$50,000:Utility easements;
  2. Easements and right-of-way dedications associated with an administrative development approval;
  3. Trail and non-motorized easements;
  4. Construction easements for City projects;
  5. Ingress and egress easements for access and for maintenance of streams and stormwater management and other facilities;
  6. Easements for discharge and/or conveyance of stormwater, and for installation of stormwater facilities;
  7. Right-of-way dedications for capital projects and operations or maintenance needs; and
  8. Conservation easements resulting from a Transfer of Development Rights (TDR) program approved by the City Council.
  9. Other property rights transfers of a similar character and nature.
- (2) The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments.
- (3) The City manager may present any contract to the City council for prior approval, even if the contract is allowed to be approved without prior City council approval.
- (4) All interlocal agreements shall be presented to the City council for prior approval.
- (5) The City manager may promptly, within 10 days, provide to the City council a copy (or summary) of any contract (or amendment) that has not received prior approval by the City council.
- (6) "Contract" means any agreement creating a legal relationship between the City and another person or entity, or any amendment thereto. (Ord. O2004-145 § 1; Ord. O2001-76 § 1; Ord. O2000-50 § 1)



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/15/2017

**Originating Department:** Parks and Recreation

**Clearances:**

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

**Subject:** Sammamish Community & Aquatic Center Project, C2014-134

**Action Required:** Approve a resolution accepting the construction of the Sammamish Community & Aquatic Center project by Porter Brothers Construction, Inc. as complete.

**Exhibits:** 1. Resolution of project acceptance.

**Budget:** The project budget for the Community Center Project is \$34,500,000. City Council authorized a total of \$29,704,003.14 of the project budget for the Porter Brothers Construction, Inc. contract including contingencies.

**Summary Statement:**

Porter Brothers Construction, Inc. was selected to construct the Sammamish Community & Aquatic Center Project. The scope included a 69,000 square foot, two-story building, an access loop road, a parking structure, surface parking and associated site improvements.

All work on the project has been successfully completed and no liquidated damages were assessed against the contractor. A final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

**Background:**

The contract for the Sammamish Community & Aquatic Center project was awarded by City Council on May 20, 2014, to Porter Brothers Construction, Inc. in the amount of \$25,574,258.00 + WSST and with a 5% construction contingency to be administered by the City Manager for a total authorization amount of \$28,003,812.51. An additional contingency in the amount of \$300,000 was authorized by the City Council on March 22, 2016, bringing the total authorized amount to \$29,704,003.14. The project has been successfully completed and City staff are ready to close out the project.

**Financial Impact:**

The project budget for the Community Center Project is \$34,500,000, as authorized by the City Council on November 18, 2013. Upon award of the construction contract in May 2014, the estimated project costs were revised to \$33,885,286.63, slightly below the original budget amount. In March 2016, near project completion, the estimated project costs were further reduced to \$32,931,659.45.

A summary of the actual project construction expenditures is listed below.

<b>Construction Costs, Contract (C2014-134):</b>	
Total City Council Authorization	\$29,704,003.14
Total Construction Expenditures	\$29,597,240.70
<b>Balance/Unspent Funds</b>	<b>\$106,762.44</b>

A side-by-side comparison of the project cost estimate from the beginning of the project to the present is provided below.

<b>Construction Contract</b>	<b>May 2014</b>	<b>March 2016</b>	<b>February 2017</b>
Construction Sub-Total	\$25,574,258.00	\$25,574,258.00	\$25,574,258.00
9.5% WSST	\$ 2,429,554.51	\$ 2,429,554.51	\$ 2,429,554.51
<b>Total Construction Contract</b>	<b>\$28,003,812.51</b>	<b>\$28,003,812.51</b>	<b>\$28,003,812.51</b>
Contingency	\$ 1,400,190.63	\$ 1,700,190.63	\$ 1,593,428.19
<b>Total Authorized by Council</b>	<b>\$29,404,003.14</b>	<b>\$29,704,003.14</b>	<b>\$29,597,240.70</b>
<b>Additional Project Costs</b>			
Demolition – Kellman House	\$ 77,656.31	\$ 77,656.31	\$ 77,656.31
Soft Costs	\$ 3,003,436.56	\$ 3,150,000.00	\$ 3,150,000.00*
Additional Contingency	\$ 1,400,190.62	\$ 0.00	\$ 0.00
<b>Total Additional Project Costs</b>	<b>\$ 4,481,283.49</b>	<b>\$ 3,227,656.31</b>	<b>\$ 3,227,656.31</b>
<b>ESTIMATED PROJECT TOTAL</b>	<b>\$33,885,286.63</b>	<b>\$32,931,659.45</b>	<b>\$32,824,897.01</b>

\*We are currently closing out remaining consultant and permit fees. This number will likely decrease at the end of project close-out once all remaining payments are made.

**Recommended Motion:**

Approve the resolution for acceptance of the construction of the Sammamish Community & Aquatic Center project by Porter Brothers Construction, Inc.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2017-\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, ACCEPTING THE SAMMAMISH COMMUNITY  
& AQUATIC CENTER PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of May 20, 2014, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Sammamish Community & Aquatic Center project; and

WHEREAS, the City Manager executed contract C2014-134 with Porter Brothers Construction, Inc.; and

WHEREAS, the project was substantially completed by the contractor on April 1, 2016;

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

Section 1. Acceptance of the Sammamish Community & Aquatic Center Project as Complete. The City of Sammamish hereby accepts the Sammamish Community & Aquatic Center project as complete.

Section 2. Authorization of Contract Closure Process. The Deputy City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries 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 21ST DAY OF FEBRUARY 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 15, 2017

Passed by the City Council:

Resolution No.: R2017-\_\_\_\_\_



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/16/2017

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** Animal Care and Control Services Interlocal Agreement (ILA) with Regional Animal Services of King County (RASKC) – Notice of Final Intent to Execute the ILA and to Authorize the City Manager to Sign the Final ILA

**Action Required:** A motion authorizing the City Manager to notify King County of Sammamish’s intent to execute the terms of the Interlocal Agreement (ILA) with Regional Animal Services of King County (RASKC) to provide Sammamish’s animal care and control services from January 1, 2018 through December 31, 2022 and to sign the final ILA for said services.

**Exhibits:** 1. Draft Interlocal Agreement

**Budget:** No impact for 2017; estimated \$7,767 General Fund impact in 2018

**Summary Statement:**

The City of Sammamish has contracted with King County for its animal care and control services<sup>1</sup> since the City incorporated. Sammamish’s current contract with King County is set to expire on December 31, 2017. In anticipation of this, Sammamish, along with 24 other King County cities<sup>2</sup> who currently contract with Regional Animal Services of King County (RASKC) have been in negotiations since early 2016 over the terms of a new agreement covering the period of January 1, 2018 through December 31, 2022. The parties have reached an Agreement in Principle and the City of Sammamish notified.

<sup>1</sup> Specifically, services provided by King County include animal control services, animal shelter services, pet licensing, and ancillary support services including animal cruelty investigations.

<sup>2</sup> The other cities include Beaux Arts, Bellevue, Black Diamond, Carnation, Clyde Hill, Covington, Duvall, Enumclaw, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Part, Maple Valley, Mercer Island, Newcastle, North Bend, Redmond, SeaTac, Shoreline, Snoqualmie, Tukwila, Woodinville, and Yarrow Point. In addition, King County provides the same service to unincorporated King County.

King County of its non-binding intent to remain a party to the ILA on December 13, 2016.<sup>3</sup> The next step in the process is for Sammamish notify the County by March 30, 2017, of its final intent to execute the terms of the draft 2018 – 2022 Interlocal Agreement (ILA) and to sign said ILA.

Staff recommends that the City Council authorize the City Manager to notify King County of its intent to execute the terms of the ILA allowing RAKSC to continue providing the City's animal care and control services from January 1, 2018 through December 31, 2022 and sign said ILA.

### **Background:**

The draft ILA carries forward most of the terms of the current contract and the substance of the contract terms reflect the elements of the Agreement in Principle that was presented to Council on December 13, 2016. Specifically, the draft ILA stipulates the following terms and conditions:

- **Services provided:** King County will provide the same services as are provided under the current contract, including animal control, shelter care and pet licensing services.
- **Term:** The new contract, if approved, would cover a five-year period from 2018 – 2022, with the option for one five-year extension.
- **Limited Re-Opener Upon Notice of Termination:** If a party opts out of the contract extension the cost impact to the remaining parties is not estimated to exceed 10% and contract extension is subject to reaching agreement on revised terms on costs and service levels.
- **Cost Model:** The cost model continues to be based on a shared-cost framework, with costs allocated based 80% on use and 20% on population. Use levels will be based on a three-year rolling average to smooth out the effects of any dramatic changes in use from year-to-year and to create increased predictability in costs.
- **Latecomers:** Cities who want to join the RASKC program after the agreement is executed will be allowed, so long as this does not cause an increase in any city's costs payable to King County or a decrease in services.

The biggest substantive change impacting the City of Sammamish under the terms of the draft ILA is the cost of the service. Because the City of Kirkland has pulled out of the 2018 – 2022 ILA, Sammamish's required General Fund subsidy for these services will increase slightly to an estimated \$7,767 in 2018. Currently, Sammamish's pet license revenues are sufficient to cover the cost of the service, meaning Sammamish is not required to provide a General Fund subsidy. With Kirkland out of the regional system, there is a smaller base on which to spread certain fixed costs of operating the RASKC system. Through the negotiations over the 2018-2022 ILA, the cities and King County worked together to identify system savings that would not impact service. These reductions, which total \$140,000, cover approximately 50% of the anticipated cost impact of Kirkland leaving the system. The remaining impacts are spread among the remaining parties, based on system utilization and population.

### **Financial Impact:**

There is no financial impact for 2017. For 2018, the anticipated General Fund subsidy for these services is estimated at \$7,767. This cost impact will be addressed through the mid-biennial update to the 2017-2018 biennial budget.

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<sup>3</sup> The City of Kirkland notified the County last fall of its intent to not continue as a contract partner for the 2018-2022 ILA, meaning the new ILA would include 23 cities.

**Recommended Motion:**

A motion authorizing the City Manager to notify King County of Sammamish's intent to execute the terms of the Interlocal Agreement (ILA) with Regional Animal Services of King County (RASKC) to provide Sammamish's animal care and control services from January 1, 2018 through December 31, 2022 and to sign the final ILA for said services.



**2018 Regional Animal Services**  
**Interlocal Agreement**

This AGREEMENT is made and entered into effective as of this 1st day of January, 2018, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of \_\_\_\_\_, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, the City and the County are parties to a 2010 Animal Services Interlocal Agreement which, as extended, will terminate on December 31, 2017 (the "2010 Agreement"); and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided through December 31, 2017; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34), is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

- a. **“Agreement”** means this 2018 Animal Services Interlocal Agreement, including any and all Exhibits hereto. Unless the context clearly indicates otherwise, the term **“Agreement”** is intended to reference all 2018 Animal Services Interlocal Agreements by and between the County and other Contracting Cities.
- b. **“Animal Services”** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, **“Animal Services”** are sometimes referred to herein as the **“Program.”**
- c. **“Contracting Cities”** means all cities, including Latecomer Cities, that are parties to an Agreement.
- d. **“Contracting Parties”** means all Contracting Cities and the County.
- e. **“Control District”** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- f. **“Enhanced Control Services”** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the **“Enhanced Control Services Contract”**).
- g. **“Enhanced Licensing Support Services”** are additional Licensing Support Services that the City may purchase under certain terms and conditions as described in **Exhibit F** (**“Enhanced Licensing Support Services”**)
- h. **“Latecomer City”** means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 5.
- i. **“Parties”** means the City and the County.
- j. **“Service Year”** means the calendar year in which Animal Services are or were provided pursuant to this Agreement.

2. **Services Provided.** Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services on behalf of the City, consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Collaboration Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 10 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.

a. Enhanced Control Services. The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

3. **City Obligations.**

a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, appeal, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control provisions that differ from those of the County and of any amendments to the City Ordinance adopted subsequent to the effective date of this Agreement.

b. Authorization to Act on Behalf of City. Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:

i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.

- ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
  - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the City unless either the City or the County determines that the particular matter should be heard by the City.
  - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.
- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a monthly basis (no later than fifteen (15) calendar days from the end of each calendar month) or more frequently.
4. **Term.** This Agreement will take effect on January 1, 2018 and, unless extended pursuant to subparagraphs 4a or 4b, shall remain in effect until December 31, 2022.
- a. **Automatic Extension.** The Agreement shall automatically continue for a second five year term, until December 31, 2027, unless one or more of the Contracting Parties provide written notice by June 30, 2021, of their intent to opt out of a second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.

- b. **Contingent Extension.** If one or more Contracting Cities provides written notice to the County of its intent to opt out of a second term, the Agreement shall continue for a second five-year term, until December 31, 2027, if:
    - (i) the cost to any remaining party is not estimated to increase by more than ten percent, based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing party, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing City; and
    - (ii) no later than March 1, 2022, the remaining Parties agree in writing upon terms that substantially carry forward the cost and service levels in the initial term. If the Parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.
  - c. **Date References.** For purposes of construing date specific rights and responsibilities of the Parties upon extension of this Agreement for a second term, references in this Agreement to an initial term date shall mean a date that is five years later. This subsection is not intended to authorize more than one five-year extension period.
  - d. **Termination.** Any Contracting Party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021. The Agreement may not be terminated for convenience during either the first or second term. Notice from contracting cities is to be provided in writing to the County, who will subsequently inform the other city partners, in writing, within 14 days of the County receiving the written notification.
5. **Latecomers.** The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the later agreement will not cause either a decrease in the level of services provided to the Cities by the County or an increase in the costs payable by the Cities to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."

6. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in Exhibit C, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 7 below and Exhibit D, in order to reconcile the Estimated Payments made by the City in the prior Service Year. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of payment-related notices and dates is included at Exhibit C-7):

- a. **Service Year 2018:** The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the County, on or before August 15, 2019, as described in this section.
- b. **Service Years after 2018.**
  - i. **Estimated Payment Determined by December 15.** The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
  - ii. **Estimated Payments Due August 15.** The City will pay the County the Estimated Payment Amount on or before each August 15.
  - iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 7.
  - iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-

payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 15.g.

c. **Payment Obligation Survives Expiration or Termination of Agreement.**

The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.

d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

**7. Reconciliation of Estimated Payments and Revenues.**

a. In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on

or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

- b. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement.. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Collaboration Committee on any proposals to generate new revenue.
- c. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS (or other animal services provider,) shelter service, Enhanced Control Service, and Enhanced Licensing Support Service, if applicable), they will be reinvested in the Program to reduce the County's costs of the system that are not included in the allocation to cities and to improve service delivery.

#### 8. Enhanced Licensing Revenue Support Services

- a. A City may request licensing revenue support from the County during the term of this Agreement by executing **Attachment A** to **Exhibit F**. The terms and conditions under which such enhanced licensing support service will be provided are further described at **Exhibit F**. Provision of enhanced licensing support service during the term of this agreement is *subject to* the County determining it has capacity to provide such services. Provision of enhanced licensing support services is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
- b. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
- c. The County has the option to implement licensing support services for cities receiving transition and shelter credits.

9. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

10. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County 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 any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County 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 any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in

said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. **Dispute Resolution.** Whenever any dispute arising among any of the Parties to this Agreement is not resolved by routine meetings or communications, the disputing Parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

**12. Joint City-County Collaboration Committee.** A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenues, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both County and City members of the Joint City-County Collaboration Committee. Recommendations of the Joint City-County Collaboration Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- a. Services provided (as described in Section 2 of this agreement); Control Services; Shelter Services and Licensing Services;
- b. RASKC Revenues and Costs, including any future proposals for significant revenues to support RASKC.

**13. Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Collaboration Committee.

**14. Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.

**15. General Provisions.**

- a. Other Facilities. The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
- b. Survivability. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
- c. Waiver and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- d. Grants. Both Parties shall cooperate and assist each other in procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the Animal Services Program and the care and treatment of animals in the Program.
- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be

delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County:     Caroline Whalen, Director  
                          Caroline.whalen@kingcounty.gov  
                          King County Dept. of Executive Services  
                          401 Fifth Avenue, Suite 135  
                          Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- l. Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

16. Administration. This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

Exhibit 1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of January 1, 2018.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
City Manager/Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## List of Exhibits

**Exhibit A: Animal Services Description**

**Exhibit B: Control Service District Map Description**

**Exhibit B-1: Map of Control Service District**

**Exhibit C: Calculation of Estimated Payments**

**Exhibit C-1: Pre-Commitment Estimated 2018 Payment** (*showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term*)

**Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2018 Payment**

**Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2018**

**Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit**

**Exhibit C-5: [Intentionally Omitted]**

**Exhibit C-6: Summary of Calculation Periods for Use and Population Components**

**Exhibit C-7: Payment and Calculation Schedule**

**Exhibit D: Reconciliation**

**Exhibit E: Enhanced Control Services Contract (Optional)**

**Exhibit F: Enhanced Licensing Support Contract (Optional)**

**Exhibit A**  
**Animal Service Description**

**Part I: Control Services**

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

**1. Call Center**

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County will negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

**2. Animal Control Officers**

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 each will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
  - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts (“host sites”) in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
  - 1. Emergent animal bite,
  - 2. Emergent vicious dog,
  - 3. Emergent injured animal,
  - 4. Police assist calls—(police officer on scene requesting assistance from an ACO),
  - 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
  - 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall),

lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
  2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
  3. Trespass,
  4. Stray Dog/Cat/other animal confined,
  5. Barking Dog,
  6. Leash Law Violation,
  7. Deceased Animal,
  8. Trap Request,
  9. Female animal in season, and
  10. Owner’s Dog/Cat/other animal confined.
- e. The Joint-City County Collaboration Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Collaboration Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
  2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
  3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.
- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.

- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit and/or Shelter Credit.

## **Part II: Shelter Services**

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section.

Major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program). No major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated. Nor will any such capital project costs be allocated to the Contracting Cities during the term of this Agreement without prior agreement of the Contracting Cities.

### **1. Shelter Services**

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
  - a. Dangerous animals will be confined as appropriate/necessary.
  - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), or other animal service providers the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood (or other animal service providers), shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS (shelter in Lynnwood (or other animal service providers)for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, (or other animal service providers )and the County will refer residents of that City to PAWS (or other animal service providers ) for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS (or other animal service providers) on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
4. **County Contract with PAWS, or other animal service providers.** Nothing in this Agreement is intended to preclude the County from contracting with other entities to care for animals taken in by the County.
5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

### **Part III: Licensing Services**

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

## Exhibit 1

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4<sup>th</sup> Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents and on the County's public television channel.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Collaboration Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

## Exhibit B: Control Service District Map

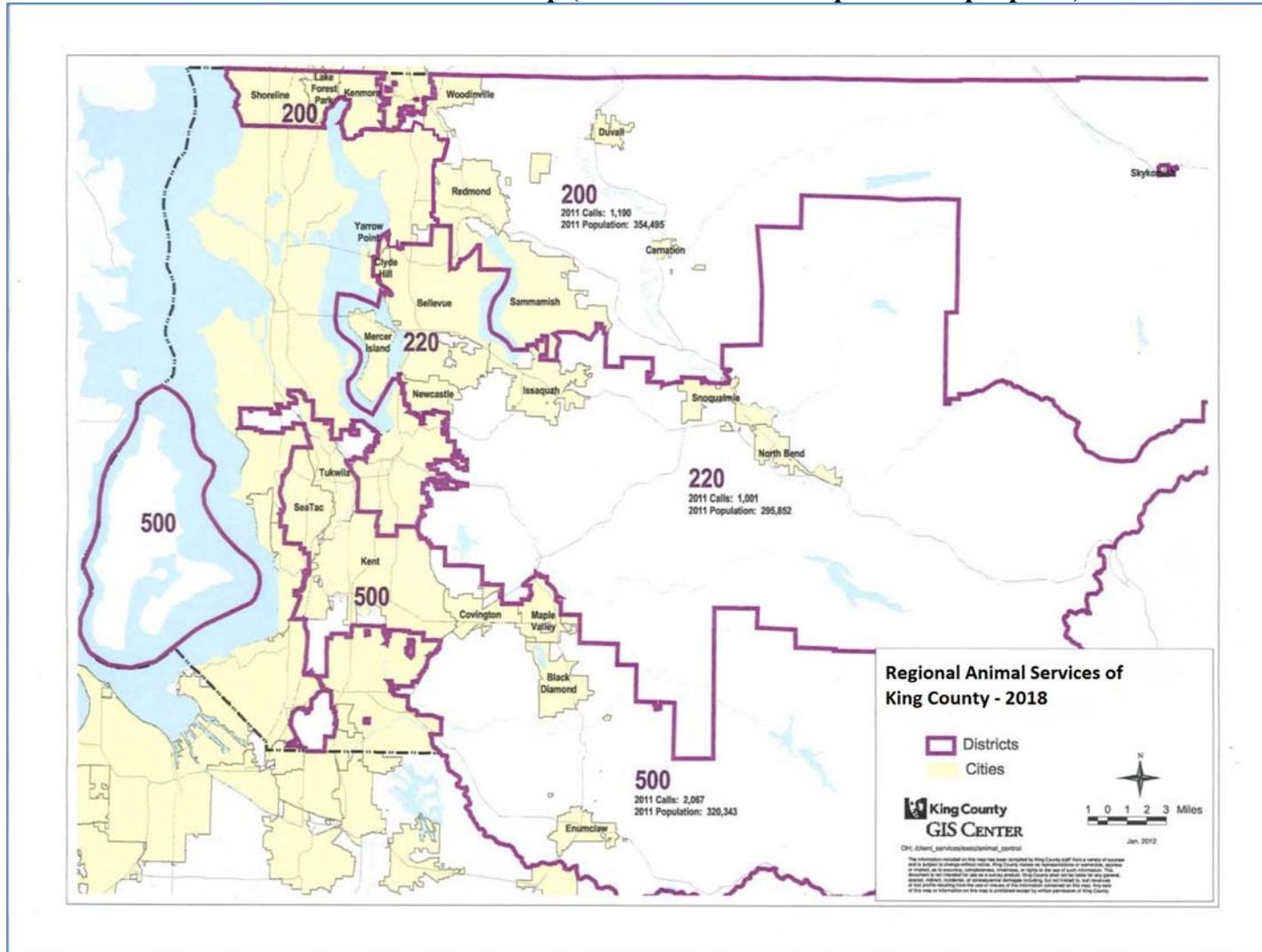
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

**Exhibit B-1  
RASKC Control District Map (\* 3 Districts are for operational purposes)**



**\*Note: 3 districts are for operational purposes; cost allocation is calculated combining all districts into one)**

## **Exhibit C**

### **Calculation of Estimated Payments**

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of one (1) year of Animal Services, based on the formulas below.

**In summary and subject to the more detailed descriptions below**, an initial cost allocation is made for the Service Year (example 2018) based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**.

Based on the calculation process described in **Parts 1 and 2**, an “Estimated Payment” amount owed by each City for each Service Year is determined. Each Estimated Payment covers one (1) year of service. Payment for service is made by each City every August 15.

#### **Part 1: Service Year Cost Allocation Process**

- Control Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the number of calls for service attributable to each Contracting Party. Shelter Services costs are to be allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that cities contracting for shelter services with PAWS (or other animal service providers) will pay only a population-based charge.
- Licensing Services costs are to be allocated among all Contracting Parties, based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

#### **Part 2: Revenue and Other Adjustments to the Cost Allocation.**

In 2018 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods). Historical actual data shall be derived from the most recent complete

## Exhibit 1

year, or the most recent December – November actual, whichever is more, unless otherwise approved by the Joint City County Collaboration Committee.

- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2022) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (adjusted annually as indicated in Exhibit C-4, payable annually through 2022, ). The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement. Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- All Contracting Cities may request Enhanced Licensing Support Services by executing a separate Enhanced Licensing Support Acknowledgement form with the County (**Exhibit F**). This support is subject to availability of County staff.
- In each Service Year subsequent to 2018, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap. The Annual Budget Inflation Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

### **Part 3: Reconciliation**

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

## Exhibit 1

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated to offset the County's costs not included in the cost allocation model *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS (or other animal service provider); net costs includes consideration of the amounts paid by such City to PAWS (or other animal service provider); and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, and/or purchasing Enhanced Licensing Support Services per Exhibit F , net costs includes consideration of the amounts paid for such services.

### **Part 4: Estimated Payment Calculation Formulas**

#### **For Each Service Year .**

$$EP = [(EC + ES + EL) - (ELR + TC + SC)]$$

Where:

“EP” is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

“EC” or “Estimated Control Services Cost” is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving “EC.”*

“ES” or “Estimated Shelter Services Cost” is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving “ES.”*

“EL” or “Estimated Licensing Services Cost” is the City's estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. *See formula below for deriving “EL.”*

## Exhibit 1

“ELR” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2018, ELR is based on the amount of revenue from each type of active license issued to City residents in 2016, or December 2015-November 2016, whichever is more (the “Calculation Period”). **Exhibit C-2** shows a preliminary estimate of 2016 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2019. Additional factors for Estimated Licensing Revenue:

For Contracting Cities that have executed an Enhanced Licensing Support Acknowledgement form per **Exhibit F**, ER is increased by adding the estimated net amount of revenue, if any, estimated to be derived as a result of enhanced licensing support provided to the City (the “Licensing Revenue Target” or “RT” less the estimated enhanced licensing support cost); this amount is shown in the column captioned “Estimated Revenue from Enhanced Licensing Support” on **Exhibit C-1**).

License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ELR as compared to Total Licensing Revenue.

Notwithstanding the foregoing, “ELR” may be based on an *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Collaboration Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Collaboration Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City-County Collaboration Committee meeting in which Licensing Revenue estimates are presented in preparation for the December 15 Estimated Payment Calculation notification), it shall be used in developing the December 15 Final Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment.

“TC” is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“SC” is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

“**B**” is the “**Budgeted Total Net Allocable Costs**” estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Enhanced Licensing Support Services (described in **Section 7**). A preliminary calculation (by service area — Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2018 Payments is set forth in **Exhibit C-3**.

“**Total Licensing Revenue**” means all revenue received by the County’s Animal Services Program attributable to the sale of pet licenses excluding late fees, refunds and rebates. With respect to each Contracting Party, the amount of “**Licensing Revenue**” is the revenue generated by the sale of pet licenses to residents of the jurisdiction, excluding late fees, refunds and rebates. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

“**Total Non-Licensing Revenue**” means all revenue from fines, forfeitures, and all other fees and charges imposed by the County's Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Designated Donations, grants, or** entrepreneurial activities.

“**Designated Donations**” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“**Enhanced Licensing Support Services**” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7** and **Exhibit F**.

“**Annual Budget Inflator Cap**” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to

## Exhibit 1

individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflation Cap.

“**Service Year**” is the calendar year in which Animal Services are/were provided.

“**Calculation Period**” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for the Service Years.

“**Population**” with respect to any Contracting Party for Service Year 2018 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July, reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2017 and before the end of the Service Year. *For example*, when the final Estimated Payment calculation for 2018 is provided on December 15, 2017, the population numbers used will be from the OFM report issued in July 2017 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 1, 2017 and December 31, 2018. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

**Exhibit C-1** shows the calculation of Pre-Commitment EP for Service Year 2018 assuming that the County and all Cities that have expressed interest in signing this Agreement as of December 31, 2016, do in fact approve and sign the Agreement.

**Component Calculation Formulas (used in each Service Year):**

**Estimated Control (EC) Services Costs is calculated as follows:**

$$EC = ((C \times .8) \times ACFS) + ((C \times .2] \times Pop\%)$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Control Services Cost is \$1,979,509., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payment for 2018 and each Service Year.

“ACFS” is the total Average annual number of Calls for Service during the Calculation Period for the Service Year for Control Services originating within the City *expressed as a percentage* of the ACFS for all Contract Parties.. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment for each Service Year, the Calculation Period for CFS is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year. **Exhibit C-2** shows a preliminary estimate of **CFS for 2014-2016**, used to determine the Pre-Commitment Estimated 2018 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2017.

“Pop%” is the Population of the City or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

## Exhibit 1

Estimated Shelter (ES) cost for each Service Year is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, (or other animal service provider), then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage (“A” as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop\%)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop\%) + (S \times .8 \times AA)$$

Where:

“S” is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties). For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Allocable Shelter Services Cost is \$2,960,088., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and for each Service Year.

“Pop%” is the population of the City, or unincorporated County, expressed as a percentage of the Population of all Contracting Parties.

“AA” is the animal intakes that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City, averaged during the Calculation Period and *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for “AA” is the rolling annual average based on the most recently completed three (3) calendar years (for example 2014-2016 for Service Year 2018)(actual usage). **Exhibit C-2** shows a preliminary estimate of “A” for 2014-2016 used to determine the Pre-Commitment Estimated 2018 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2017.

**Estimated Licensing (EL) cost for each Service Year is calculated as follows:**

$$EL = (L \times .2 \times \text{Pop}\%) + (L \times .8 \times \text{ALI})$$

Where:

“**L**” is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County’s Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year . For purposes of determining the Pre-Commitment Estimated Payments for 2018, the Budgeted Net Licensing Cost is \$686,512., calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Final Estimated Payments for 2018 and each Service Year.

“**Pop%**” is the Population of the City expressed as a percentage of the population of all Contracting Parties.

“**ALI**” (Average Licenses Issued) is the number of active paid regular pet licenses (e.g., excluding ‘buddy licenses’ or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment for each Service Year, the Calculation Period for “**ALI**” is the rolling annual average based on the most recently completed three (3) calendar years actual usage. For example 2014-2016 for 2018 Service Year.. **Exhibit C-2** shows a preliminary estimate of “**ALI**” to be used for calculating the Pre-Commitment Estimated 2018 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2017.

Regional Animal Services of King County -DRAFT C-1

2018 Estimated Payment Calculation (Draft)									
Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Enhanced Licensing Net Revenue (est'd)	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	la	lb	lc	a+b+c = ld	le	e - d = lf	lg	lh	f + g + h = li
Beaux Arts	\$ 447	\$ 188	\$ 281	\$ 917	\$ 51,271	\$ 354	\$ -		\$ 354
Bellevue	\$ 165,398	\$ 186,770	\$ 95,183	\$ 447,350	\$ 537,682	\$ (73,668)	\$ -		\$ (73,668)
Black Diamond	\$ 9,188	\$ 18,017	\$ 4,031	\$ 31,236	\$ 515,765	\$ (15,471)	\$ 5,816		\$ (9,655)
Carnation	\$ 4,628	\$ 4,837	\$ 1,743	\$ 11,207	\$ 57,999	\$ (3,208)	\$ 552		\$ (2,656)
Clyde Hill	\$ 3,210	\$ 2,534	\$ 1,996	\$ 7,741	\$ 57,448	\$ (293)	\$ -		\$ (293)
Covington	\$ 61,463	\$ 109,188	\$ 17,754	\$ 188,385	\$ 88,655	\$ (99,730)	\$ 52,621		\$ (47,109)
Duwall	\$ 13,708	\$ 11,401	\$ 6,125	\$ 31,233	\$ 525,031	\$ (6,202)	\$ -		\$ (6,202)
Enumclaw	\$ 41,052	\$ 51,268	\$ 10,293	\$ 102,614	\$ 545,077	\$ (57,537)	\$ 26,546		\$ (30,991)
Issaquah	\$ 63,302	\$ 40,710	\$ 19,444	\$ 123,455	\$ 572,357	\$ (51,098)	\$ -		\$ (51,098)
Kenmore	\$ 47,880	\$ 14,016	\$ 19,017	\$ 80,913	\$ 590,879	\$ 9,966	\$ -		\$ 9,966
Kent	\$ 328,893	\$ 860,393	\$ 77,478	\$ 1,266,764	\$ 535,270	\$ (910,494)	\$ 547,583		\$ (362,911)
Lake Forest Park	\$ 24,688	\$ 8,126	\$ 11,372	\$ 44,185	\$ 544,144	\$ (41)	\$ -		\$ (41)
Maple Valley	\$ 61,112	\$ 71,308	\$ 21,307	\$ 153,727	\$ 594,772	\$ (58,955)	\$ 6,027		\$ (52,928)
Mercer Island	\$ 21,488	\$ 22,208	\$ 14,911	\$ 58,607	\$ 55,155	\$ (2,452)	\$ -		\$ (2,452)
Newcastle	\$ 20,060	\$ 14,315	\$ 7,770	\$ 42,144	\$ 534,419	\$ (7,725)	\$ -		\$ (7,725)
North Bend	\$ 13,348	\$ 15,151	\$ 6,363	\$ 34,863	\$ 524,262	\$ (10,601)	\$ 1,376		\$ (9,225)
Redmond	\$ 67,148	\$ 70,494	\$ 34,638	\$ 172,280	\$ 518,550	\$ (43,730)	\$ -		\$ (43,730)
Sammamish	\$ 64,870	\$ 59,289	\$ 40,364	\$ 164,524	\$ 515,757	\$ (7,767)	\$ -		\$ (7,767)
SeaTac	\$ 91,581	\$ 237,977	\$ 13,430	\$ 342,989	\$ 543,288	\$ (299,701)	\$ 146,076		\$ (153,625)
Shoreline	\$ 111,659	\$ 34,532	\$ 38,389	\$ 184,580	\$ 514,318	\$ (41,162)	\$ -		\$ (41,162)
Snoqualmie	\$ 18,983	\$ 20,483	\$ 8,319	\$ 47,786	\$ 532,462	\$ (15,324)	\$ -		\$ (15,324)
Tukwila	\$ 68,213	\$ 177,656	\$ 9,487	\$ 255,356	\$ 532,550	\$ (222,806)	\$ 112,017		\$ (110,789)
Woodinville	\$ 18,015	\$ 7,266	\$ 8,119	\$ 33,400	\$ 532,487	\$ (913)	\$ -		\$ (913)
Yarrow Pt	\$ 1,079	\$ 653	\$ 734	\$ 2,465	\$ 52,719	\$ 254	\$ -		\$ 254
Unincorp. King County	\$ 658,097	\$ 921,327	\$ 217,965	\$ 1,797,389	\$ 860,267	\$ (937,122)	\$ -		\$ (937,122)
Total	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109	\$ 2,770,684	\$ (2,855,425)	\$ 898,614	\$ -	\$ (1,956,811)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,121,959	\$ 3,088,288	\$ 763,512	\$ 5,973,759
Budgeted Non-Licensing Revenue	\$ 142,450	\$ 128,200	\$ 77,000	\$ 347,650
Budgeted New Regional Revenue	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,979,509	\$ 2,960,088	\$ 686,512	\$ 5,626,109

\*Pet License assumption based on 2016 Actual (Preliminary)

Note: Estimated for Precommitment period based on most current data. 2018 Final Estimated Payment Calculation will be issued per the terms of the 2018 IIA

Regional Animal Services of King County  
Draft 1-20-17

Exhibit C-2

Population, Calls for Service, Shelter Intakes, and Licenses Issued - Data by Jurisdiction -  
Used to Derive the Precommitment 2018 Estimated Cost Allocation

Jurisdiction	2016 Population	Average Calls for Service 2014 -2016	Average Intakes 2014 - 2016	Average Licenses Issued 2014 - 2016
Beaux Arts	300	1	-	40
Bellevue	139,400	333	162	12,605
Black Diamond	4,305	23	25	573
Carnation	1,850	12	6	248
Clyde Hill	3,060	6	1	261
Covington	18,750	167	159	2,529
Duvall	7,425	33	11	849
Enumclaw	11,410	113	72	1,453
Issaquah	34,590	152	31	2,425
Kenmore	22,320	120	-	2,654
Kent	124,500	862	1,277	9,990
King County (Uninc'd)*	245,920	1,729	1,252	30,662
Lake Forest Park	12,940	60	-	1,597
Maple Valley	24,790	158	91	2,979
Mercer Island	23,660	36	12	1,930
Newcastle	11,090	48	12	1,036
North Bend	6,570	33	18	910
Redmond	60,560	130	53	4,346
Sammamish*	61,250	122	34	5,293
SeaTac	27,810	249	360	1,579
Shoreline	54,990	276	-	5,114
Snoqualmie	13,110	42	20	1,079
Tukwila	19,540	187	270	1,118
Woodinville	11,570	41	-	1,083
Yarrow Pt	1,040	2	-	98
Grand Total	942,750	4,935	3,866	92,451

Notes: 3-Year Average is rounded to nearest whole number. (2016 Source data based on preliminary usage count)  
Final usage data (2014-2016) and population data for 2017 will be used to update and determine the Final 2018 Payment Calculation  
Source: WA ST Office of Financial Management (population), Regional Animal Services of King County (usage)  
\*Usage adjusted for 2016 Klahanie Annexation

## Exhibit C-3

**Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2018 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2018 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

**Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2018 Control Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$161,969
2	Direct Service Field Staff Costs	\$799,269
3	Call Center Direct Service Staff Costs	\$268,415
4	Overtime, Duty, Shift Differential and Temp Costs	68,340
5	Facilities Costs	8,055
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$23,000
8	Medical Costs	\$50,000
9	Other Services	\$75,000
10	Transportation	\$200,981
11	Communications Costs	39,336
12	IT Costs and Services	\$126,625
13	Misc Direct Costs	\$90,536
14	General Fund Overhead Costs	47,140
15	Division Overhead Costs	\$121,798
16	Other Overhead Costs	23,995
	2018 Budgeted Total Allocable Control Services Cost	\$2,121,959
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$142,450
	2018 Budgeted Net Allocable Control Services Cost	\$1,979,509

## Exhibit 1

### NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Exhibit 1

**Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2018 Shelter Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$242,954
2	Direct Service Shelter Staff Costs	\$1,349,896
3	Direct Service Clinic Staff Costs	\$311,401
4	Overtime, Duty, Shift Differential and Temp Costs	\$121,686
5	Facilities Costs	\$151,916
6	Office and Other Operational Supplies and Equipment	\$145,166
7	Printing, Publications, and Postage	\$11,000
8	Medical Costs	\$150,000
9	Other Services	122,500
10	Transportation	\$13,132
11	Communications Costs	\$1,200
12	IT Costs and Services	\$99,009
13	Misc Direct Costs	\$70,300
14	General Fund Overhead Costs	\$83,923
15	Division Overhead Costs	\$207,655
16	Other Overhead Costs	\$6,550
	2018 Budgeted Total Allocable Shelter Services Cost	\$3,088,288
17	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$128,200
	8	
	2018 Budgeted Net Allocable Shelter Services Cost	\$2,960,088

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers).
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

## Exhibit 1

- 9 Services for animal shelter operations vary by year but include costs such as shipping of food and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone and radio. Information technology direct costs include IT equipment replacement as well as direct services costs.
- 12 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 13 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .
- 14 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 15 Other overhead costs include IT, telecommunications, finance, and property services.
- 16 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia fees.

Exhibit 1

**Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs**

The calculation of Pre-Commitment Estimated 2018 Licensing Services Costs is shown below.

		Cost
1	Direct Service Management Staff Costs	\$52,291
2	Direct Service Licensing Staff Costs	\$404,377
3	Overtime, Duty, Shift Differential and Temp Costs	\$7,742
4	Facilities Costs	\$14,000
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$81,700
7	Other Services	\$37,109
8	Communications Costs	\$2,000
9	IT Costs and Services	\$76,424
10	Misc Direct Costs	\$1,966
11	General Fund Overhead Costs	\$19,160
12	Division Overhead Costs	\$42,280
13	Other Overhead Costs	\$21,163
	2018 Budgeted Total Allocable Licensing Services Cost	\$763,512
14	Less 2018 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$77,000
	8	
	2018 Budgeted Net Allocable Licensing Services Cost	\$686,512

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.
- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. .

## Exhibit 1

- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

## Exhibit C-4

### Calculation and Allocation of Transition Funding Credit ("TC"), and Shelter Credit ("SC")

#### A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for each Service Year, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in **Table 1** below.

**Table 1: Transition Funding Credit – Annual Amount to be allocated each year**

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

During Reconciliation, if a City receiving Transition Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City's net final cost until the Net Final Cost is zero.

#### B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita average shelter intakes ("AA") exceed the average for all Contracting Parties. During the initial term of this Agreement, a total of \$750,000 will be applied as a credit in each Service Year to Contracting Cities whose per capita average shelter intakes ("AA") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never

Exhibit 1

result in the Estimated Payment amount being less than zero (\$) (i.e., cannot result in the County owing the City an Estimated Payment.) The Shelter Credit shall be calculated annually as part of the Final Estimated Payment Calculation provided prior to the Service year. The Shelter Credit shall be determined based on the City’s relative per capita three (3) year average of animal intakes (“AA”) in excess of the three (3) year average for all contracting parties for the same period. The County will consider providing the Shelter Credit in the second term at the same level as for the initial term.

**Table 3: Shelter Credit Allocation—2018**

Regional Animal Services of King County

Proposed Credit Distribution (3Yr Average Intakes) (2016 Population)

Jurisdiction	District	2016 Pop	Average Intake (2014-2016)	Intake per Capita	Difference between 3 Yr By City Avg and 3 Yr City Average per Capita	Intake over the Per Capita By City Avg.	Pro Rata % of Jurisdiction per capita Intake over the average (Encl. KC)	Pro Rata Allocation of Shelter Credit
Carnation	200	1,250	6.00	0.0032	(0.0005)	1		
Duwamish	200	7,425	11.00	0.0015	(0.0024)	18		
Kennel	200	22,320	-	-	(0.0035)	96		
Kirkland*	200	84,680	52.00	0.0011	(0.0028)	234		
Lake Forest Pk	200	12,940	-	-	(0.0035)	50		
Redmond	200	60,560	53.00	0.0009	(0.0030)	180		
Sammamish	200	61,250	28.00	0.0005	(0.0034)	208		
Shoreline	200	54,950	-	-	(0.0035)	212		
Woodinville	200	11,570	-	-	(0.0035)	45		
Beaux Arts	220	300	-	-	(0.0035)	-		
Bellevue	220	139,400	162.00	0.0012	(0.0027)	375		
Clyde Hill	220	3,060	1.00	0.0003	(0.0035)	11		
Issaquah	220	34,550	31.00	0.0009	(0.0030)	102		
Mercer Island	220	23,690	12.00	0.0005	(0.0033)	79		
Newcastle	220	11,050	12.00	0.0011	(0.0028)	31		
North Bend	220	6,570	18.00	0.0027	(0.0011)	7		
Snoqualmie	220	13,110	20.00	0.0015	(0.0023)	30		
Yarrow Point	220	1,040	-	-	(0.0035)	4		
Kenil	500	124,500	1,277.00	0.0103	0.0064	(798)	58.28%	\$ 437,056
SeaTac	500	27,810	360.00	0.0129	0.0091	(253)	18.48%	\$ 138,507
Tukwila	500	19,540	270.00	0.0138	0.0100	(195)	14.23%	\$ 106,736
Black Diamond	500	4,305	25.00	0.0058	0.0020	(8)	0.62%	\$ 4,615
Coungton	500	18,750	159.00	0.0085	0.0046	(87)	6.34%	\$ 47,566
Enumclaw	500	11,410	72.00	0.0063	0.0025	(25)	2.05%	\$ 15,377
Maple Valley	500	24,750	91.00	0.0037	(0.0002)	4		\$ -
King Only Unincorp*	All	245,520	1,257.00	0.0051	0.0013	(310)		
<b>Total</b>		<b>1,027,480</b>	<b>8,867</b>	<b>0.0086</b>	<b>0</b>	<b>(1,358)</b>	<b>100%</b>	<b>\$ 750,000</b>
<b>Average:</b>	System Per Capita Average (Intakes/Population)		<b>0.00385</b>				Credit to be applied:	<b>750,000</b>

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway. System average is calculated by dividing the sum of each jurisdiction's annual average intakes over a rolling three year period divided by the total population.

\*Unincorporated King County intakes include non-RAS intakes.

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During Reconciliation, if a City receiving Shelter Funding Credit is due a refund as a result of more revenue being collected than was anticipated in the Final Estimated Payment Calculation for the Service Year, the refund amount shall first be applied to reduce the Transition Funding Credit and Shelter Credit until reduced to zero, upon which any excess shall be used to adjust the City’s net final cost until the Net Final Cost is zero.

**Exhibit C-5:**

**[Intentionally Omitted]**

**Exhibit C-6:**

**Summary of Calculation Periods for Use and Population Components**

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

**ELR** is Estimated Licensing Revenue attributable to the City

**ACFS (Average Calls for Service)** is the rolling three (3) year average number of Calls for Service originating in the City

**AA (Average Animals)** is the rolling three (3) year average number of animals in the shelter attributable to the City

**ALI (Average Licenses Issued)** is the Rolling three (3) year average number of active paid regular pet licenses issued to City residents

**Pop** is Population of the City expressed as a percentage of all Contracting Parties;

**Calculation Periods -- Service Year 2018**

<b>Component</b>		<b>Estimated 2018 Payment (final)</b> (published December 15 2017)	<b>Reconciliation Payment Amount</b> (determined by June 2019)
<b>ELR</b> (Estimated Revenue)		<b>&gt; of December 2016– November 2017 just prior to Service Year or 2016 Actual</b>	<b>Actual Licensing Revenue 2018</b>
<b>ACFS</b> (Avg. Calls for Service)		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>
<b>AA</b> (Avg. Animal intakes)		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>
<b>ALI (Avg. Licenses Issued)</b>		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>

Exhibit 1

<b>Pop, (Population)</b>		<b>OFM April 2017, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018</b>	<b>Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2017 and before the end of 2018</b>
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**Calculation Periods: Service Year 2019 and subsequent Service Years**

<b>Component</b>		<b>Estimated (Service Year) Payment</b> (published December 15 prior to Service Year)	<b>Reconciliation Payment Amount</b> (determined by June 30 following each Service Year)
<b>ELR</b>		<b>&gt; of December- November just prior to Service Year or previous complete calendar year</b>	<b>Actual Licensing Revenue (Service Year)</b>
<b>ACFS</b>		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>
<b>AA</b>		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>
<b>ALI</b>		<b>Three (3) year rolling average (2014, 2015, 2016)</b>	<b>N/A</b>
<b>Pop,</b>		<b>OFM April prior to prior to Service Year, adjusted for all annexations ≥ 2,500 and/or Latecomer Cities joining that are known to take effect prior to or during the Service Year.</b>	<b>Same, adjusted for all annexations ≥ 2,500 and/or Latecomer Cities joining, occurring prior to or during the Service Year.</b>

If the Agreement is extended for a second term, calculated cost and reconciliation shall be developed in a manner comparable to Service Year 2019 as shown above.

**Exhibit C-7  
Payment and Calculation Schedule**

**Service Year 2018**

Item	Date
Final Estimated 2018 Payment calculation provided to City by County	December 15, 2017
2018 Estimated Payment due	August 15, 2018
2018 Reconciliation Adjustment Amount calculated	On or before June 30, 2019
2018 Reconciliation Adjustment Amount payable	On or before August 15, 2019

**Service Year 2019 and subsequent years**

Item	Date
Final Estimated 2019 Payment calculation provided to City by County	December 15, 2018 (December 15 prior to start of Service Year)
2019 Estimated Payment due	August 15, 2019 (August 15 of Service Year)
2019 Reconciliation Adjustment Amount calculated	On or before June 30, 2020 (by June 30 immediately following the Service Year)
2019 Reconciliation Adjustment Amount Payable	August 15, 2020 (by August 15 immediately following the Service Year)

The schedule is developed in the same manner as described above for all Service Years unless otherwise noted in the Agreement.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

Notice of Intent by one or more of the Parties to opt out of the automatic extension for an additional five (5) year term.	June 30, 2021
Deadline for written agreement to Contingent Extension (per section 4(b))	March 22, 2022

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional five (5) year term.

Exhibit 1

<b>Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)</b>	<b>Not less than monthly, 15 days following the end of the calendar month.</b>
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Requests for Enhanced **Licensing Revenue Support Services** in a Service Year may be made at any time on or before December 1, prior to the Service Year, unless mutually agreed to by the County and City.

## Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, and various credits, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “Adjusted Net Final Cost” (“ANFC”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS or other animal service providers, if applicable), such excess will be reinvested to reduce costs incurred by the County. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

### Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$ANFC_0 =$	Actual Revenue	+	Transition Credit	+	Shelter Credit	-	Cost Allocation	-	Other Services Charge	
	AR		TC		SC		CA		OSC	

$$ANFC_0 = AR + TC + SC - CA - OSC$$

- A. If  $ANFC_0 \geq 0$ , i.e., revenues and credits are greater than costs (adding the cost factor “OSC” in the formula for Contracting Cities purchasing shelter services from PAWS (or other animal service providers) and/or purchasing Enhanced Control Services and/or Enhanced Licensing Support Services), **then:**

## Exhibit 1

$ANFC_1 = 0$ , i.e., it is *reset to zero* and the difference between  $ANFC_0$  and  $ANFC_1$  is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where  $ANFC_0 \geq 0$  are allocated to the County to offset costs incurred by the County that are not included in the cost allocation model (excluding unincorporated area only costs)**. Contracting Parties for which  $ANFC_0 \geq 0$  do not receive a reconciliation payment.

- B. If  $ANFC_0 < 0$ , i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS, (or other animal service providers) Enhanced Control Services, and/or Enhanced Licensing Support Services), then the negative dollar amount is not “reset” and  $ANFC_1$  is the same as  $ANFC_0$ .
- C. If  $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the County to the City no later than August 15, except that if a City is receiving a Transition Credit and/or a Shelter Credit, the difference shall be used to offset the Credit (s) until the Credit (s) are reduced to zero, at which point the remaining difference shall be paid by the County to the City; if  $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$ , then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue, less refunds and rebates**, attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“TC” is the Transition Funding Credit, if any, for the Service Year.

“SC” is the Shelter Credit, if any, for the Service Year.

“OSC” Other Services Charge is the actual amount paid by a City receiving shelter services to PAWS (or other animal service providers) for such services during the Service Year, if any, plus the actual amount paid or owed by a City to the County for the purchase of Enhanced Control Services and/or Enhanced Licensing Support Services, during the Service Year, if any.

## Exhibit 1

“CA” is the “**Cost Allocation**” as *estimated* for the Service Year for the provision of Animal Services allocated between all the Contracting Parties for the purposes of determining the Estimated Payment. The Cost Allocation is the sum of Estimated Control (EC) costs, Estimated Shelter (ES) costs, and Estimated Licensing (EL) costs calculated as described in **Exhibit C**.

**Exhibit E**

**Enhanced Control Services Contract (Optional)**

**Between City of \_\_\_\_\_ (“City”) and King County (“County”)**

The County will offer Enhanced Control Services to the City during the term of the Animal Services Interlocal Agreement, subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

A. The City may request services under two different options, summarized here and described in further detail below:

**Option 1:** for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15, unless waived by the County, of the year prior to the Service Year in which the service is requested.

**Option 2:** for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in the context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service beginning in 2018. Costs will be based on the budgeted annual cost for the service year for which the service is provided, and shall include the cost of the employee (salary, benefits), equipment (which shall not exceed 3,000 annually)

## Exhibit 1

and animal control vehicle for the employee's use). Costs are subject to adjustment each year.

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
  3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described in Exhibit D of the Agreement (see "Other Service Charges").
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general periodic calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided. Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4<sup>th</sup> quarter of each year during the term of this

Exhibit 1

Contract, an invoice shall be submitted to the City no later than December 15<sup>th</sup>. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the costs are paid during the Service Year, they shall be credited as part of Reconciliation.

H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date. Alternatively, the City (s) and the County may agree to include the cost of the Enhanced Services into the Reconciliation process. Either way, if the cost are paid during the Service Year, they shall be credited as part of Reconciliation.

I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A. Option 1, a Contract may not be terminated if the term of service resulting is less than one year.

J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**King County**

**City of \_\_\_\_\_**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit E: Attachment A**

**ENHANCED CONTROL SERVICES OPTION REQUEST**

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City \_\_\_\_\_

Requested Enhanced Control Services Start Date: \_\_\_\_\_

Requested Enhanced Control Services End Date: \_\_\_\_\_\*

\*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

\_\_\_\_\_ Option 1:

% of Full Time Equivalent Officer (FTE) requested: \_\_\_\_\_ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

\_\_\_\_\_ Option 2:

Overtime Hours purchase from existing ACO staff: \_\_\_ hours per (week /month)

General Description of desired services (days, hours, nature of service):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

Exhibit 1

variously scheduled service, including but not limited to adjusting allocations of service from increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing work rules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

**Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A. Option 1. Service may not extend beyond the term of the Agreement.**

**City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.**

**City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.**

**Cities may propose a different allocation approach for County consideration.**

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. For example, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

<p><b>Option 1 - Example 1:</b> Aggregate of 50% of an FTE Requested by all Participating Cities</p>	<p><b>Option1 - Example 2:</b> Aggregate of 1 FTE Requested by all Participating Cities</p>
<p>Cost to City: (% of Half-Time FTE requested) x \$69,182/year in 2018</p> <p><i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$17,295for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months).</p> <p>** (50% of a Half-Time FTE)</p>	<p>Cost to City: ( % of FTE requested) x 118,152/year in 2018*</p> <p><i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,769and City C would pay \$29,538 for Enhanced Control Services from July 1, 2018 through December 31, 2018 (6 months)</p>

\* This example is based on 2018 budgeted costs. Costs will be based on actual Service Year budgeted costs.

**For Option 2:**

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this \_\_\_ day of \_\_\_\_\_, 201\_\_.

City of \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

**To be completed by King County:**

\_\_\_ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:

\$\_\_\_\_\_.

\_\_\_ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description – days/hours*):

Such overtime hours shall be provided at a cost of \$\_\_\_\_\_, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit F

### Enhanced Licensing Support Services – Terms of Service (Optional)

The County is prepared to offer enhanced licensing support to the City subject to the terms and conditions described herein, between a City and the County having executed the Enhanced Licensing Support Services Acknowledgement (“Acknowledgement”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement (the “Agreement”).

- A. Service Requests, Submittal:** Requests for the County to provide Enhanced Licensing Support Services should be made by submitting the Enhanced Licensing Support Services Acknowledgment form (**Attachment A** to this **Exhibit F**) to the County between June 30 and December 1 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Acknowledgment shall be submitted for each Service Year, unless specified otherwise in the Acknowledgement between the City and the County. The Acknowledgement form shall identify the Revenue Target (the amount of licensing revenue estimated to be gained through Enhanced Licensing Support Services) requested by the City.
- B. County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff and other resources available, and consistent with the priorities stated in **Section 7.c** of the Agreement. The County may adjust the Licensing Revenue Target based on the capacity of the County to fulfill the requested service.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. Activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide enhanced licensing support services to the City, the County shall identify the cost for such service for the applicable Service Year or years if more than one year is requested. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. Services Provided by City:** Active participation by the City is an important success factor in the overall pet licensing process. The City may, at the City’s additional cost, engage in the following activities to help enhance the overall effectiveness of the marketing effort:

## Exhibit 1

1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City's cost. The County may provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.
2. Dedicate volunteer/staff hours to help follow up on pet licenses that are not renewed.
3. Provide representation at local public events to inform City residents about the Animal Services Program and promote pet licensing.
4. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
5. Appoint a representative to serve on the Joint City-County Collaboration Committee marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

### **E. Selection of Licensing Revenue Target (RT) and Payment for Enhanced Licensing Revenue Support:**

1. For **all Contacting Cities**: The City will identify a proposed Licensing Revenue Target (RT) in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services. At Reconciliation, the City shall be charged for licensing support service an amount not to exceed the cost specified and agreed to in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

### **F. Other Terms and Conditions:**

1. Before January 31 of the Service Year, for each City contracting for Enhanced Licensing Support Services, the County shall submit an Enhanced Licensing Support Services Marketing Plan for the upcoming season. The Marketing Plan shall generally identify the various activities, scope, and scheduling to be performed. The City and County shall mutually agree on the Marketing Plan.

Exhibit 1

2. Each Party will provide the other with a periodic report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than a two (2) week advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

**G. Execution of Licensing Revenue Support Services Agreement and Acknowledgment Form**

Unless otherwise amended in writing, the Terms of Service noted above, if agreed, shall be documented and acknowledged by the City and County by mutually executing the Enhanced Licensing Support Services Acknowledgment form (Exhibit F, Attachment A)

**Exhibit F: Attachment A**

**ENHANCED LICENSING SUPPORT SERVICES ACKNOWLEDGEMENT FORM**

Final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the for Enhanced Licensing Support Services Terms of Service – **Exhibit F** of the *Animal Services Interlocal Agreement for 2018 Through 2022* (“the Agreement”) dated effective as of July 1, 2017.)

1. City \_\_\_\_\_ Date of Request: \_\_\_\_\_

2. Enhanced Licensing Support Services for Service Year: \_\_\_\_\_.

3. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$\_\_\_\_\_

4. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:

Name:

Title:

Phone:

Email:

**To be completed by King County:**

Exhibit 1

The County agrees to provide the City enhanced licensing support services in Service Year \_\_\_\_\_ intended to generate \$\_\_\_\_\_ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$\_\_\_\_\_, some or all of which cost may be charged to the City in calculating the Enhanced Licensing Support Services Charge, as further described in the Enhanced Licensing Support Services – Terms of Service and **Exhibit D** of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed, per the terms as specified in the Licensing Revenue Support Agreement – Terms of Service, effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

King County

City of \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/15/2017

**Originating Department:** City Manager

**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:** Consultant contract to complete a classification and compensation study.

**Action Required:** Authorize the City Manager to execute a contract with Springsted Incorporated.

**Exhibits:** 1. Contract and Scope of Work

**Budget:** City Council allocated \$100,000 in the 2017-2018 Administrative Services Department budget for the purpose of completing a classification and compensation study in 2017. The contract presented here is not to exceed \$44,900.

**Summary Statement:**

This is a contract with Springsted Incorporated for the completion of a classification and compensation study covering all non-contract City staff in an amount not to exceed \$44,900.

**Background:**

The City last hired a consultant to conduct a classification and compensation study in 2007. In the 10-years since, the economic and employment landscape has changed, with a tightening labor market in the Seattle metropolitan area. It is becoming increasingly difficult to fill vacant positions, particularly in certain high-demand fields such as engineering, planning and other development-related fields.

As the labor market tightens, the City finds that it must fill new or vacant positions toward the higher end of the current salary schedule. For example, from 2015 through mid-February 2017, the City has filled a total of 47 vacant or newly created positions. Of those hires, only 30% were hired at step 1 of the current salary schedule. Just over 21% of new hires started at step 2 or 3 and another 21% started at step 4 or 5. The remaining 28% started at step 6 or higher on the current salary schedule. In other words, roughly half of those hired by the City since 2015 have started at step 4 or higher on the City's current salary schedule. This trend suggests that the City's current classification and compensation system may be outdated relative to the current labor market and in need of an update.

In addition to changes in the employment landscape, the City has experienced a number of internal changes, including a larger workforce and a reorganization of the Maintenance and Operations function. Changes such as these have created the possibility for internal classification and compensation inequities among the City's workforce. The evolution of the City's workload may have also created a situation in which the federal Fair Labor Standards Act (FLSA) status of certain positions could be in violation of federal law.

To remedy these position imbalances and legal concerns, and to ensure that the City is able to recruit and retain high quality employees, a classification and compensation study is recommended. The 2017-2018 budget supports the City's intent to conduct a study by allocating \$100,000 for such purposes.

In December 2016, the City released a request for proposals through the MRSC Roster. The City received a total of 6 proposals from various consulting firms. After careful review of the proposals, staff is recommending that the City award the contract to Springsted Incorporated, a consulting firm specializing in providing a range of services to public sector clients. Springsted has conducted numerous classification and compensation studies for cities across the country and has gained extensive knowledge of current market trends and practices as a result.

The objectives of the classification and compensation study are as follows:

1. Complete a classification and compensation study that compares Sammamish's job classifications and compensation with other similarly situated public employers who are providing equitable services.
2. Determine if changes to existing job descriptions are needed; and if so, assist in the development of these descriptions.
3. Prepare a comparative analysis that identifies the City's competitive position in a comparative labor market, including comparative city employers.
4. Provide a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and an appropriate salary schedule that provides for the logical progression of movement, when needed, between classifications.
5. Prepare recommendations for compensation to maintain competitiveness, ensure equity and position the organization for future development.

At the conclusion of the study, Springsted will work with staff to develop a plan for implementing the study's recommendations. Implementation options will be considered and presented to City Council for approval. Springsted will also train staff members on the methodology used to develop, maintain and update the classification and compensation system. This training will allow staff to be self-sufficient when maintaining the plan in future years. In total, this project is expected to take roughly six months to complete.

**Financial Impact:**

The total contract amount is not to exceed \$44,900. City Council approved \$100,000 in the 2017-2018 Administrative Services Department budget for the purpose of completing a classification and compensation study in 2017.

**Recommended Motion:**

Move to authorize the City Manager to execute a contract with Springsted Incorporated in an amount not to exceed \$44,900.



**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Springsted Incorporated

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

  X   A sum not to exceed \$44,900

     Other (describe): \_\_\_\_\_  
\_\_\_\_\_

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

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

## Exhibit 1

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

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.

### 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. 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.

### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

### **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

### **Other Insurance Provisions**

If any of Consultant's insurance policies referenced herein are cancelled or terminated for any reason during the term of this Agreement, Consultant shall immediately notify the City in writing. Any such cancellation or termination shall be grounds for the City to immediately terminate this contract in full and without further obligation to Springsted.

## Exhibit 1

### Verification of Coverage

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

#### 8. Record Keeping and Reporting.

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

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

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

#### 10. Termination.

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

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

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

Company Name Springsted Incorporated  
Contact Name Bonnie C. Matson  
Street Address 380 Jackson Street, Suite 300  
City, State Zip St. Paul, MN 55101  
Phone Number 651-223-3000  
Email bmatson@springsted.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.

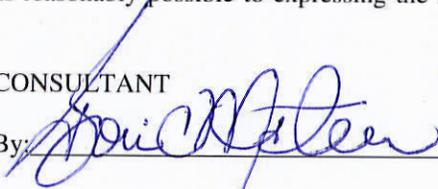
The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

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: 

Print Name: \_\_\_\_\_

Print Name: Bonnie C. Matson

Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: 2/16/2017

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## **EXHIBIT A – SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

During the term of this Agreement, the Consultant shall perform a classification and compensation study and provide detailed recommendations regarding comparable employers, City salaries and benefits and compensation rules and policies.

### **PROJECT MANAGEMENT/CONSULTANT COORDINATION**

1. The Consultant shall coordinate with the City's project manager throughout the project.
2. The Consultant shall develop a mutually agreeable project management plan that clearly describes all phases of the project with schedules, milestones, responsibilities, constraints, and deliverables.
3. The Consultant shall prepare and implement a communication program that ensures full communication to employees throughout the project and provides opportunities for meaningful engagement without unduly prolonging the process.
4. The Consultant shall submit monthly invoices with a written summary of project progress.

### **CLASSIFICATION AND TOTAL COMPENSATION ANALYSIS**

1. Conduct a job audit of all positions, including a general task analysis by department, which shall include interviews with department directors/managers and other key personnel to determine the organizational structure and essential functions of each position.
2. Review and revise existing job descriptions, as needed. Ensure consistency in formatting and content among all City job descriptions. Identifying Fair Labor Standards Act designation for each job title/classification shall be included in this review.
3. Evaluate jobs by developing, then reviewing, a job-ranking structure; verify ranking by analyzing pertinent market data concerning the ranking; compare the initial ranking with that of the market's hierarchy and adjust as determined; prepare a matrix with an organizational review on the basis of required tasks and future forecasts; develop a matrix of jobs crossing lines and departments; compare the matrix with the City structure.
4. Determine recommended comparable cities and present to City staff for discussion.
5. Determine recommended compensation philosophy and present to City staff for discussion.
6. Develop a new salary range table(s) that will encompass all City jobs. Establish pay grades, grade pricing and salary range for all classifications.
7. Determine an appropriate salary structure including minimum and a maximum percent spread, and the difference between each salary step.
8. Develop and present to staff recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.

## Exhibit 1

### **MEETINGS**

1. The Consultant shall lead a kick-off meeting and communication sessions with City staff.
2. The Consultant shall meet with City staff to discuss and identify information that is relevant to the analysis.
3. The Consultant shall meet with City staff as needed to coordinate progress and review draft findings with City staff.
4. The Consultant shall attend a meeting to review the final report with City staff.
5. The Consultant shall attend a City Council meeting to present on the findings of the study. The Consultant shall make a presentation and be prepared to answer questions from City Council.
6. The Consultant may then be asked to provide additional rate proposals based on additional questions or assumptions discussed in those presentations.

### **DELIVERABLES**

1. The Consultant shall prepare a draft report for review and comment by City staff.
2. The Consultant shall prepare a final report for presentation to the City Council, City staff and the community.
3. The Consultant shall produce revised job descriptions.
4. The Consultant shall be responsible for preparing the materials and exhibits for the presentation to the City Council.
5. The Consultant shall also prepare written responses to additional questions posed by the Council as practicable and prepare additional information as requested.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
 Authorized signature

**ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED**

***For Department Use Only***

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

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

TIN No.: 41-1754318

Social Security No.: \_\_\_\_\_

Print Name: Bonnie C. Matson

Title: Principal

Business Name: Springsted Incorporated

Business Address: 380 Jackson Street, Suite 300, St. Paul, MN 55101

Business Phone: 651-223-3000

2/16/207  
Date

  
Authorized Signature (Required)



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/2/2017

**Originating Department:** Public Works

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input checked="" 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:** Purchase two new vehicles

**Action Required:** Authorize the City Manager to purchase two new vehicles as approved in the 2017 Approved Budget.

**Exhibits:** N/A

**Budget:** The 2017 Adopted Budget includes the purchase of the two new vehicles which are estimated to cost \$52,000.

**Summary Statement:**

The purchase of the two new vehicles are essential with the addition of the new Community Development Code Compliance Officer and Inspector positions.

**Background:**

As the Department of Community Development's (DCD) workload continues to expand, it was recommended and approved in the 2017-2018 Adopted Budget that two Ford Escapes be purchased to ensure that a sufficient number of vehicles are available to meet daily work needs.

The two Ford Escapes recommended were discussed in detail and carefully evaluated and the decision was made and agreed upon by DCD and Fleet to purchase one Ford Escape and a compact pick-up. The compact pick-up would be more versatile and better meet the needs of the Code Compliance Officers. The compact pick-up can be purchased within the same budget that was allocated for the Ford Escape.

**Financial Impact:**

The 2017-2018 Adopted Budget includes funds for the purchase of the vehicles shown in the table below. The total amount budgeted for the purchase of the vehicles is \$52,000. The financial breakdown is also included.

All of the vehicles and equipment will be purchased from Washington State Contracts.

<b>Equipment / Vehicle</b>	<b>Budgeted</b>	<b>Actual Cost</b>
Ford Escape	\$26,000	\$25,717
Chevrolet Colorado	\$26,000	\$24,333
<b>Budgeted</b>	\$52,000	
<b>Actual cost including WSST</b>		<b>\$50,050</b>

The following decisions were made in Public Works/Fleet, starting January 2017:

- All new/replacement vehicles will be equipped with Sync (Bluetooth) to meet the WA State hands-free cell phone law.
- All new/replacement vehicles will be equipped with reverse sensing systems or back up cameras to ensure the safety of all.

**Recommended Motion:**

Authorize the City Manager to purchase the above listed vehicles for a total cost not to exceed \$50,050 including sales tax.



**Sammamish Council Advance ... Moving Forward  
Hotel Murano January 19-21, 2017**

**Councilmembers present:**

Mayor Don Gerend  
Deputy Mayor Bob Keller  
Councilmember Tom Hornish  
Councilmember Kathy Huckabay  
Councilmember Christie Malchow  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama

**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  
Mike Kenyon, City Attorney  
Jeff Clark, Fire Chief ESF&R  
Tim Larson, Communications Manager  
John Cunningham – Contract Public Works  
Glenn Akramoff – Contract Maintenance Director  
Debbie Beadle – Executive Assistant City Manager Office

Andrew Ballard – Marketing Solutions, Facilitator

***Friday, January 20th***

***Public Comments***

***Mary Wictor, 408 208<sup>th</sup> Ave NE, Sammamish, WA - 2017 Map Implementation Updates***

*Maps are great visual essential things, she noted the landside hazards and seismic hazard maps were missing from the 2015 Comprehensive Plan. The Steep Slopes map did appear but were unlabeled. Within the Stormwater Comprehensive Plan, it contains a very informative Erosion, Landslide double overlay map. In general, she suggested that Sammamish should work with King County and incorporate their data with Sammamish to bring all map details up to date. Once updated, all maps details should be shown on the website, they are very useful tools for the community.*

*Within the 2017 Work Plan items the issue of maps should be contained to ensure that all details have ease of access to the City of Sammamish especially for residential usage.*

*She also suggested that Sammamish take a look at the City of Bellevue website as they have a critical areas handbook that Sammamish should consider.*

### **Lyman Howard – GIS Status Update**

The Development Activity Map project has made great progress in the past few weeks and a Beta version has been tested and checked for accuracy by several staff. The project required a substantial amount of work ‘fixing’ some of the connections within our server on the back end.

This was made more complicated by the untimely departure of past IT leadership who possessed the institutional knowledge about how the connections worked. Now that we have worked through these obstacles with the help of FLOW Analytics (AWC vendor) and have a functional system, we are refining the platform and adding items such as aerial photos to the mix of layers that will be available. We will provide continual project updates as the work progresses.

Mayor Gerend opened the Retreat by conducting around the table introductions with comments from each attendee, followed by the introduction of Andrew Ballard, the Retreat Facilitator, from Marketing Solutions.

Per the Agenda

#### **1. Preliminaries**

- 1.1. Opening remarks – Introductions per Director/Attendee
- 1.2. Review agenda – Andrew Ballard walked through the Agenda
- 1.3. Roles & responsibilities- Boundaries, Interaction, Effective and Structure Discussion
  - Participants (agree on agenda)
    - Participate vs Dominate
    - Disagree vs. Disagreeable
  - Facilitator (authority based on agenda)
    - Keep us focused and on track (topics and time)
    - Limit side bars, keep conversation at strategic level
- 1.4. Nominal group technique
  - Process to keep things moving, majority rules discussion

***Conclusion from Facilitator as follows:***

#### **Policy Governance Discussion**

- > **Our target for Council Meetings is to conclude at 10pm**
- > **The owners of our City is the residents**
- > **Council policy decisions not understood or interpreted as intended**
- > **It’s tough for Council to monitor the details of policy implementation**

- > **When changing code, need to know from staff unintended consequences and ramifications**
- > **Need communication feedback loop – Council to Staff, Staff to Council**
- > **Getting into the weeds makes it difficult to see the big picture**

Presidential Inauguration – 45 minutes' duration

## 2. Communications Exercise

### 2.1. Blocks

Game with Blocks Exercise (9 Each)

- Pair up by counting off, gather blocks set
- Place partition and empty bags of blocks
- Sender has 60-seconds to build a 3-D structure
- Receiver takes verbal instruction from sender to duplicate structure in 2 minutes (sender no use of hands/receiver no talking)
- Reverse roles and do the exercise again (30/90)

### 2.2. What did we learn

- Specific to details, right, left
- Picture is worth a 100 words
- Body Language, no hands, no head movements
- Slow down and speak clearly – pace and tone of voice
- Saw the mistake first time, learned and then made the adjustment second time
- Different vocal instructions, different communication styles, learning about each ways of delivering different styles, glossary. Understand the intention.
- Need communications feedback – don't assumed your communication is understood

***Conclusion from Facilitator as follows:***

### **Headlines Dots Exercise for 2049 (City's 50<sup>th</sup> Anniversary)**

- > **Most desired city in the US to live (41)**
- > **Sammamish... still unique (13)**
- > **Most attractive to people of all ages (12)**
- > **Sammamish is culturally diverse and sustainable (12)**
- > **Sammamish is known as the high-tech community (6)**
- > **Sammamish is recognized for environmental uniqueness (5)**
- > **All roads lead to Sammamish (5)**
- > **Gerend runs for City Council (5)**
- > **Largest return run of Kokanee salmon (4)**
- > **Sammamish has yet to reach cross over point (2)**

### 3. Review of 2017 Work Plan –

Future Council Meeting Study Session - Management Decision

### 4. Visioning – 2049

What is the significance of the year 2049?

Vision Exercise

Quality of a Well Crafted Version Statement

- Time orientation: The year 2049 (50<sup>th</sup> Anniversary)
- Short and very easy to recall
- Communicates City's desired future

Developing a Vision

- Abandon current reality, create preferred future
- Think big, outside the box, don't worry about how it will be achieved
- Think about the legacy you will leave

Vision Statement Examples

- Year after year, Westin and its people will be regarded as the best and most sought after hotel and resort group in North America.
- Our vision is to be the global energy company most admired for its people, partnership and performance (Chevron).
- To be the world's most desired and successful premium car brand (Ford).

#### 4.1 Headlines Exercise

Brainstorm headlines in 2049 (vision)

- **Brainstorm** what the media will write about the City's amazing accomplishments – short phrases
- **Consolidate** list – delete/combined similar headlines
- **Prioritize**, vote based on the one you think would make the best headline
- **Frame** Final Vision Statement

Suggested Headlines for Sammamish:

- ~~Sammamish named best place in live~~
- Most desired city in the US to live, work and recreate
- Most attractive City to people of all ages
- Sammamish is culturally diverse and sustainable
- ~~Thrifty~~
- Environmental cultural diversity
- 50 years - Sammamish has yet to reach the cross over point
- ~~Most desire and successful city in the USA~~
- Gerend runs for City Council
- Sammamish has the largest return run of Kohanee
- Sammamish still unique
- All roads lead to Sammamish
- Sammamish is known as the high technology community.

*Conclusion from Facilitator as follows:*

### ***Vison Statement***

**Sammamish, nationally recognized as the most desired city to live, work and play.**

## **5. Council Meetings & Procedures**

### **5.1. Strengths & weaknesses**

*Conclusion from Facilitator as follows:*

#### **Strengths**

- > Listen attentively to public comment (engaging and welcoming)
- > Councilmembers come to meetings prepared
- > Staff open and transparent...provide great informative
- > Meetings live streamed, archived and accessible
- > Councilmembers courteous, have good decorum

#### **Weaknesses**

- > Duration...no time constraints (diminished effectiveness after 10pm)
- > Public comment period not regulated (repetitiveness of comments)
- > Difficult to get to decisions made
- > Pontification vs. discussion (deliberating, wordsmithing, repeating...all very time consuming)
- > Too many agenda items per meeting

### **5.2 Number of meetings**

*Conclusion from Facilitator as follows:*

#### **Number of Meetings**

- > Move back to four meetings
- > Would need to reduce committee meetings
- > An additional meeting alone won't solve the problem
- > Need to tackle weaknesses first
- > Long meetings are very hard on staff

### **5.3 Agendas & Time Management**

*Conclusion from Facilitator as follows:*

#### **Agendas & Time Management**

- > Reduce duplication and wordsmithing - **Approved**

- > Lack of continuity of topics cause re-work (loss of memory, momentum and efficiency)
- > Council frequently reworks Commission work products
- > Commission and Staff need “success statement” per issue (tollgate check-ins) - **Approved**
- > Follow existing rules (as Council) to respond to public comment - **Approved**
- > Consent agenda (council to seek answers before meeting) - **Approved**
- > Code, sometimes wordsmithing matters
- > Don’t continue public hearings (when possible open-close)
- > Some issues must be worked at Council meetings
- > Once decisions are made don’t revisit unless necessary - **Approved**
- > Reserve study sessions with no public comment or comments only on topic
- > Prioritize agenda items, add times - **Approved**
- > Dedicate one meetings per month to awards, proclamations, when appropriate - **Approved**

*Public Comments - Friday, January, 20<sup>th</sup>*

**Jolee Imperatori, PO Box 2604, Issaquah 98027**

*City Council Comments*

**Comments made as follows: -**

1. *City Council members should come to the meeting prepared, they tend to get into the weeds and spend a lot of time on something that has nothing to do with the agenda item.*
2. *City Council members should have limited time to spend on agenda items if they are prepared.*
3. *Each City Council member should have a set time to talk about each item, for example the US Senator has time limits why not Sammamish!*
4. *If a Council Member goes over on his/her time it is incumbent on the Mayor or others to keep it short.*
5. *Never go past 10:00pm, nothing good happens after 10:00pm*
6. *Remember you wanted this job, your decision greatly affects your constitutions. Be humble and thoughtful and remember you can’t go back to what was.*

### 5.3 Public comment period

Refer to Ad-Hoc group to recommend to City Council at a Study Session to define the Public Comment Period.

City Manager suggested that two City Council members and staff members decide on the issue and give the City Council options bringing forward a minimum of two and a maximum of three

options for the City council to decide upon. Best alternatives, not dismantle it, but make a decision. Each Ad-Hoc Committee to brings their own idea, discussed and make a vote.

The Ad-Hoc Committee would look at other jurisdictions to make the decision on the Public Comment process.

Volunteering: Lyman Howard, Kathy Huckabay, Tom Hornish – Timeframe Ad-Hoc Committee in less than a week.

***Conclusion from Facilitator as follows:***

**Public Comment Period**

- > **Hold town hall meetings for big subjects**
- > **Establish total and individual time limits**
- > **Have an online bulletin board for public comment**
- > **Groups have one representative**
- > **Organize comments by topic**
- > **Add a fourth meeting**
- > **Move this topic to an ad hoc Council/Staff Task Force for options recommendations**

5.4 Discussion Procedure/~~conduct~~

***Conclusion from Facilitator as follows:***

**Discussion Procedure**

- > **Don't continue reiteration and recycle**
- > **Focus, don't get off topic**
- > **War stories and rambling...need to move on**
- > **Clarify staff action**
- > **Limit Councilmembers' comments to two-times per issue during discussions –**  
**Approved for 6-month pilot**

5.5 Committee reports – Discussed in 6.4.

5.6 Meeting management – Discussed in 5.5

5.7 Move to .....

Going too long on an item... then we suggest we “Move to...”

Move to three basic options for example if your City Council meeting is taking too long or running over time:

Three ways to move to: -

- Move to one of the existing Committee
- Move to Ad-hoc Committee
- Move as a Future Agenda Item – Study Session or City Council Meeting

Check-point on times per topic for discussion will keep the meeting on track, the Major needs to be aware of this.

City Council needs to define specifics to staff on the move to additional data, missing information, what are the marching orders.

**Direction: Add timeframes to the Agenda so the meeting keeps to its priorities and is kept in control. Suggested time frame of three months for this new idea.**

***Conclusion from Facilitator as follows:***

**Move to...**

- > **Time stamped agendas - Approved**
- > **Council leader reminding in advance of topic time concluding - Approved**
- > **When (if) go past time, move to:**
  - **Committee**
  - **Future meeting**
  - **Ad hoc group**
  - **Reschedule later agenda item**

**Note: All of this has been Approved for 6-month pilot**

Back to:

### **5.3 Leadership/Agenda Meeting**

Not the same City Council member at each of the Mayor/City Manager Meetings, need to work to balance the schedule and provide equal opportunities to attend the meeting.

- Limit the 3<sup>rd</sup> person priority to one meeting per month for each Council Member unless there is an unfilled opening.
- Email the City Council each week who is attending. Transparent and need to communicate.

Action Point: Communication with Debbie Beadle via email or telephone.

***Conclusion from Facilitator as follows:***

**Leadership Meetings**

- > **Limit the third person attendee to once per month – Approved**
- > **Need to share the attendee calendar with all council members - Approved**

## **6. Council Committees**

### **6.1 Strengths and weaknesses**

*Conclusion from Facilitator as follows:***Strengths**

- > Council involved and present to help staff
- > Able to do a deep dive on policy issues
- > Leveraging knowledge of Council members/information (education exchange)
- > Council committee topics cross-over with other committees

**Weaknesses**

- > Takes a lot of staff/consulting time costly
- > Duration, inefficiencies, too far into the weeds
- > Sometimes politics comes into play
- > Frequently crosses over into staff/administration work
- > Lack of rules, procedure, standards, causes blurred lines and too much staff work

## 6.2 Purpose— Remedies

***Remedies***

- > Develop process to make life better (for both Council & Staff) Note: this is a goal
- > Reduce/consolidate Committees
- > Determine which Committees remain as stand alone
- > Develop a charter for each Committee
- > Draft Committee reports in Council packets
- > Council, Committee, Commission organization chart
- > Determine issues, e.g. moving transportation up to Council level
- > Staff needs more turn-time between Committee and Council Meetings
- > Combine quarterly department reports with Committee meetings reports
- > Keep Committee meetings at policy level
- > Don't duplicate Commission work
- > Move to ad hoc to develop clarifying Charters – Bob, Don, Jessie – **Approved**

6.3 Interdependencies – Included within above discussion

6.4 Reporting - Included within above discussion

Council Committees

Move to....

- Finance Committee - Move to Quarterly
- Transportation Committee - Move to Study Session then Ad-Hoc
- Public Safety – Move to Quarterly
- Utility District – Ad-Hoc if needed
- Stormwater Finance/All – Move to Study Session
- Communication – Move to Quarterly
- Transit – Move to Study Session
- Health & Service – Going Away

### **Discussion on Meetings per Month**

**Four meetings a month for a six-month period. Vote approved.**

Discussion on options around the table commenced with each Council member and staff

- Four meetings within three-week period with one week off.
- Two Council Meeting – Two Study Sessions

### **Timing:**

Three Meeting at 6:30pm

**One meeting at 4:30pm finishes by 6:30pm – Study Session – Vote Approved - No Food**

### **Confirmed and Approved**

- **First Monday Study Session 4:30pm – 6:30pm – No food**
- **Next Three Meeting on Tuesday as normal 6:30pm times.**

## **7. Wrap Up**

- 7.1. Feedback
- 7.2. Closing remarks

Feedback:

- Better job of communicating in order to meet the work plan objectives.
- Council was not clear about Retreat Agenda.
- We need to better communicate.

## ***Saturday, January 21<sup>st</sup>***

***Public Comments -Saturday, January, 21<sup>h</sup>***

***Scott Hamilton, Bainbridge Island ex Sammamish Resident***

***Comments made as follows: -***

*He listened intently yesterday to the Public comment issued but advises the City Council that they had brought the issues upon themselves and yet they still continue to blame the public.*

*For example:*

*Tamarack – 10/12 years and yet there is no solution, property owners continue to give the same public comment details over and over.*

*Lake Trail – Very difficult issue for property owners. The Bicycle Club, Trail Advocates, King County Design are not your issues you need to listen to. You need to listen to the property owners with intense passions with the real problems on both side and make a decision. He has viewed several emails from City Council Members encouraging residents to make public comment and yet there are still no further solutions to the problem.*

*The City Council raised the issue of a moratorium and listened to two hours of public comment. This situation was handled badly. Not vetted with staff, not vetted with full council members in advance. One Council member immediately contacted Murray Franklyn and the Masters Building Association and asked them to attend City Council Meetings. Action upon action this was an incredible bad idea.*

*48<sup>th</sup> Street Barricade 10/12 years – Public comment, public comment, and further public comment and still after all these years still waiting for a solution.*

*Sahalee Way Widening – Rushed it through in 2015 for the purpose of a Council member running for re-election so he/she could have something to boost about. The project continued in 2016 then the City Council suddenly decide “no”. Another example of wasted time again with no solutions!*

*YMCA Pine Lake Property another issued that has been mismanaged.*

*Before you look at solutions to limit public comment you first need to look at the root cause of these six issues that were mismanaged. The consequences are not the result of whining citizens that have nothing better to do. If you want to solve the problem, solve the problem by getting your job done on a timely basis don't take years to do this. You are kicking the can too often down the road so you get people coming out upset about the inaction of the City Council.*

*This is a result of your own issues, outside these issues you do not have a problem with Public comment.*

*Seven years ago at the Planning Commission there was a 7:0 vote to establish Town Hall Meeting, yet you are only finally talking about making these meetings happen. .... Think about these things at your Ad-Hoc Meetings.*

**Mary Wictor, 408<sup>th</sup> Avenue NE, Sammamish, WA 98074**

*Thank you for establishing the Ad-Hoc Committee meetings with regard to public comment, this was a very valuable and appreciative move forward for the citizens of Sammamish.*

2016 was a big year for the Sammamish Stormwater NPDES Level 2 update which was being updated from 2001. Mary discussed the Stormwater NPDES update and in October the City Council has a resolution about Public/private storm water responsibilities that should be codified by January 3th, but was delayed until February 7. Now it only appears as a parked item on the 2017 calendar.

Zackuse Creek work on private lands, she asked this item be placed on the City Council calendar as soon as possible.

The City does have problems with stormwater and must have adequate funding and ways to deal with these issues. Within the recent cold spells/freezing conditions, storm water run-off was constantly flowing through the Tamarack areas it didn't even freeze because the water was so high. Anything stormwater related needs urgent attention and to go in front of the City Council, the City has known about these issues for the last ten years... and yet we still lack time to deal with this important situation.

## 1. Long-Range Financial Situation - Powerpoint Presentation

### 1.1 Outlook

Aaron Antin presented the Long Range Financial Situation.

### **Commitments (Finance) moving forward:**

#### **2017 Studies**

- Updated on the interim Financial Condition/CIP
- Stormwater Fee Issue Study by July
- Raise the utility tax by \$2 million dollars what would be the deficit
- Revised Capital Plans for the City regarding timing issues
- How will we pay for forecasted planned projects
- Possible saving from contracting out Stormwater Fees

**July Financial Retreat:** Vote as Confirmed.

- > **Other: Conduct a Town Hall meeting and other outreach for additional public comment on preferred sources of revenue**

### ***Conclusion from Facilitator as follows:***

#### **Commitments (Finance)**

#### **2017 Studies:**

- > **Provide updated financial picture going forward**
- > **Storm water fee issues by November**
- > **How much debt could be carried assuming a \$2 million annual cost**
- > **Revisit capital plan timing**

**July Retreat: Yes**

- > **Look at franchise fee, water district (in lieu of utility tax)**
- > **Investigate possible savings from contracting storm water**

**2. (Item 4 – Agenda) Transportation Master Plan****2.1 Consultant RFP discussion**

Steve Lewsinski presented the Transportation Master Plan

- Budget has been approved
- Unanimous approval of the Transportation Commission
- Only looking for approval on the RFP
- Needs thumbs up on framework

Action Requested: - Need City Council approval to move forward at this stage with RFP only.

Discussed: -

- Recommendations from the Council on a policy level.
- Interaction with local jurisdictions
- Sound Transit Board ST3
- Safety Issues
- Scope of the RFP is the point of discussion; we need to get the RFP out of the door.
- Information to the Community

**Thumbs up - Transportation moving forward with the RFP – Approved.**

***Conclusion from Facilitator as follows:*****Transportation RFP**

- > **Budget has been approved**
- > **Unanimous approval by Committee**
- > **Only looking for final direction on RFP**
- > **Need thumbs up on framework - Approved**

**3. (Item 2.1 Agenda) Council-Staff Communications****3.1 Strengths*****Conclusion from Facilitator as follows:*****Strengths**

- > **Staff willingness to help, professional information**
- > **Receptiveness to vetting, e.g. presenting alternative ideas**
- > **Staff recognition of interplay with citizens**
- > **Council is respectful of interacting with staff**
- > **Good relationship building of recently**

### 3.1 Weaknesses

#### Weaknesses

- > Staff overextended based on requests
- > Some Council request are operations vs. policy related
- > Council requests not going through proper channels
- > Email volume (urgency) is too taxing (for Council, Staff & City Manager)
- > Email etiquette and procedure regarding CCing

### 3.2 (Item 2.2 Agenda) Email & in-person procedures

#### *Conclusion from Facilitator as follows:*

#### Email & In-Person Council – Staff Communications

- > Use “High Importance” only when urgent
- > Determine who will give answer
- > When Council hears from Citizens hand to staff
  - Website citizen contact form submissions go to all Council members
  - First Council member reply answers for the entire Council
  - If “administrative” CC Staff for follow up
  - If citizen inquiry is “policy” related multiple Council responses are OK
- > Staff has a 24-hour rules in getting back to citizen inquiries
- > Develop a protocol on “urgency” correspondence

### 4. (Agenda Item 3) Council Social Media Policies

#### *Conclusion from Facilitator as follows:*

#### Council Social Media Policies

- > Social Media assists in monitoring and interpreting what citizens are thinking
- > Good for Council to engage with citizens
- > There are public information retention issues on non-city sponsored sites
- > Staff is backing up City social media sites
- > Council can “screenshot” their responses
- > Steer social media conversation to City email
- > We need to look at social media policy holistically
- > Until policies are developed we all need to use email to back-up important/sensitive conversations

## 5. Wrap Up

*Conclusion from Facilitator as follows:*

### Next Steps

- > **Public Comment Ad Hoc Committee (Tom, Kathy & Lyman) – recommendations report to Council by the end of February 2017**
- > **Committees Ad Hoc Committee (Don, Bob & Jessie) – recommendations report to Council by the end of February 2017**
- > **Andrew to deliver report by 1/27/17**
- > **Committee assignments:**
  - **Lyman will send out grid by 1/23/17**
  - **Council will all respond by 1/27/17**
- > **Council will start meeting four times per month starting on March 6<sup>th</sup>, 2017 with a tollgate review on 9/19/17**
  - **3 weeks on, one week off**
  - **2 Council Meetings, 2 Study Sessions**
  - **3 x 6:30pm starts on Tuesdays, 1 x 4:30 to 6:30pm on 1<sup>st</sup> Monday (study session)**

### Parking Lot

- > **There is a negative perception of Council by public that they don't listen**
- > **Maybe because they don't always get what they want**

*Retreat Evaluation from Facilitator: -*

### **Pros**

- > **Focus on governance**
- > **Great open conversation between Council and Staff**
- > **Time stamp worked**
- > **We made decisions, no can kicking**
- > **Social time with Staff and Council**
- > **Facilitator kept us on track**
- > **Great outcomes, e.g. efficiencies**
- > **Everyone open to feedback**
- > **Retreat date set well in advance**
- > **Good example of an efficient meeting**

**Cons**

- > **Because Council wasn't informed, not prepared**
- > **Same pre-prep for staff as for Council**
- > **Send interview report to Council before retreat**
- > **Inauguration fiasco**
- > **Agenda conversation development time compressed**
- > **Council was not clear about agenda, we need to do a better job communicating**

Mayor Gerend and City Manager Lyman Howard closed the Retreat by thanking City Council Members/staff and Andrew Ballard for a very successful Retreat. They both looked forward to seeing the discussion implemented over the previous two days into future meetings/discussion.

*Adjourn Noon*

*Saturday January 21, 2017*

*COUNCIL*  *MINUTES*

**Regular Meeting**  
**February 7, 2017**

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:**

Mayor Don Gerend  
Deputy Mayor Bob Keller  
Councilmember Tom Hornish  
Councilmember Kathy Huckabay (arrived at 6:36 pm)  
Councilmember Christie Malchow  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama

**Staff present:**

Lyman Howard, City Manager  
Jessi Bon, Deputy City Manager  
Mike Sugg, Management Analyst  
Jeff Thomas, Community Development Director  
David Pyle, Deputy Director Community Development  
Aaron Antin, Finance/IT Director  
Angie Feser, Parks & Recreation Director  
Steve Leniszewski, Public Works Director  
Andrew Zagars, City Engineer  
Sam Park, Senior Project Engineer  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Hornish led the pledge.

**Approval of Agenda**

**MOTION:** Councilmember Valderrama moved to approve the agenda as amended. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Councilmember Odell requested to remove Item 9 – Contract: Parks Recreation and Open Space Plan/Conservation Technix, Item 12 – Approval: Minutes for January 3, 2017 and Item 13 – Approval: Minutes for January 10, 2017, for minor technical errors.

### **Student Liaison Report**

#### **Eastlake High School** - Tyler Zangaglia

He thanked the Council for the snow they provided. All the students enjoyed the snow days. The swimming, diving and wrestling teams are all in district play-offs. The Tolo will be March 18, 2017. Wolf Strong Week will be in April. This is a week full of events to help build community at the School. The Hope Festival will be held in May.

### **Public Comment**

Deb Sogge, Sammamish Chamber of Commerce, thanked the Public Works crew for their hard work during the snow storm. She also thanked City staff for the alerts that went out advising about downed trees and other hazards. They were very informative.

Vicky Clark, representing Eastside Bicycle Club, 8071 35<sup>th</sup> Avenue NE, Seattle, members of the club have sent in comments endorsing the 12-foot trail width for East Lake Sammamish Trail (ELST).

Paul Quinn, 2714 232<sup>nd</sup> Place SE, spoke of favor of finishing the ELST.

John Trimble, 2813 194<sup>th</sup> Place SE, spoke in favor of finishing the trail. He feels that it will improve the second section of the trail. He suggested that a citizen committee be formed to work with King County to resolve differences with homeowners along the trail.

Betsy MacGinnes, 4220 243<sup>rd</sup> Place SE, urged completion of the ELST. The finished sections are an amenity for the community.

Pierre Jacomet, 1601 E Lake Sammamish Place SE, He does not feel the trail needs to be any wider than it currently is.

### **Consent Calendar**

- Payroll for period ending January 15, 2017 for pay date January 20, 2017 in the amount of \$ 341,494.73
- Payroll for period ending January 31, 2017 for pay date February 03, 2017 in the amount of \$ 338,937.09

**Approval:** Claims For Period Ending January 17, 2017 In The Amount Of \$1,586,147.26 For Check No. 46322 Through 46441

**Approval:** Claims For Period Ending February 7, 2017 In The Amount Of \$2,058,753.46 For Check No. 46442 Through 46597

**Resolution:** Revising The Rules Of Procedure For The City Council (R2017-677)

**Ordinance:** First Reading: Relating To Maintenance By The City Of Drainage Facilities, And Specifically Amending SMC Sections 13.20.090 And 13.20.100; Providing For Severability; And Establishing An Effective Date

**Resolution:** Granting Final Plat Approval Of The Canterbury Park (Fka Mystic Lake) Phase 2 Subdivision (R2017-678)

**Resolution:** Authorizing Execution Of The Regional Coordination Framework For Disasters And Planned Events Agreement With King County (R2017-679)

**Resolution:** Establishing A Travel Policy That Conforms To State Law Requirements For City-Related Travel And Travel Expense Reimbursements (R2017-680)

**Contract:** Washington Trails Association Amendment

**Approval:** Minutes for December 6, 2016 Regular Meeting

**Approval:** Minutes for December 13, 2016 Special Meeting

**MOTION:** Councilmember Odell moved to approve the Consent Calendar. Councilmember Malchow seconded. Motion carried unanimously 7-0.

**Contract:** Parks, Recreation and Open Space (PRO) Plan Consultant/Conservation Technix – Councilmember Odell pointed out a typo on the Agenda Bill.

**Approval:** Minutes for January 3, 2017 Regular Meeting

**Approval:** Minutes for January 10, 2017 Special Meeting

Councilmember Odell pointed out that both sets of minutes have the ending time as 12:30 pm when it should be am.

**MOTION:** Councilmember Odell moved to accept the changes from he suggested and approve these items from the Consent Agenda. Councilmember Malchow seconded. Motion carried unanimously 7-0.

**Public Hearing** - None

### **Unfinished Business**

**Resolution:** Providing Design Guidance for Phase 1 Of The Issaquah Fall City Road Improvement Project From 242<sup>nd</sup> Ave SE To Klahanie Dr. SE Related To The Crossing Of The North Fork Of Issaquah Creek

Steve Leniszewski, Public Works Director, introduced Steve Lewis and Molly Toy, from HW Lochner, who gave the staff report and showed a PowerPoint presentation (available on the City's website at [www.sammamish.us](http://www.sammamish.us)).

The critical question to answer tonight is whether to construct a bridge or install a culvert where the road crosses the north fork of Issaquah Creek. The bridge option will take longer to construct, but will require less trucks going to the site and will not require a full road closure as the culvert would. The environmental impacts of the bridge will also be less than a culvert.

**MOTION:** Councilmember Malchow moved to approve the resolution providing guidance for Phase 1 of the Issaquah Fall City Road improvement project from 242<sup>nd</sup> Avenue SE to Klahanie Drive SE to install a bridge at the crossing of the north fork of Issaquah Creek. Councilmember Odell seconded. Motion carried 6-1 with Councilmember Valderrama dissenting (R2017-681).

Councilmember Valderrama feels the culvert would be a better option since it costs less and impacts the residents for less time.

### **New Business**

**Ordinance:** First Reading Of The City Of Sammamish, Washington, Adopting A New Sammamish Municipal Code Chapter 2.70 Entitled Emergency Management Organization; Repealing Ordinance No. 099-39 And Resolution Nos. 2001-63 And R2005-213; Providing For Severability; And Establishing An Effective Date.

Deputy City Manager Jessi Bon and consultant Gail Harris, gave the staff report and showed a PowerPoint presentation (available on the City's website at [www.sammamish.us](http://www.sammamish.us)). This is the first reading of the ordinance, no action is recommended. Several Councilmembers suggested additional group members that could be involved in an Emergency Management Committee. This item will come back for second reading, at the next meeting, under the Consent Agenda.

**Ordinance:** First Reading Amending Section 2.50 of the Municipal Code related to Contracts

Aaron Antin, Finance Director gave the staff report. These code changes have been discussed at the Finance Committee and they recommended approval. This is first reading and no action is recommended at this time.

**Ordinance:** First Reading finalizing amendments to the Shoreline Master Program (SMP)

Jeff Thomas, Community Development Director and David Pyle, Deputy Director Community Development gave the staff report. In 2013, the City sent amendments to the Shoreline Master Plan, to incorporate new critical areas code, to Department of Ecology(DOE). DOE responded in June, 2016 that there were three required changes the City must make to get approval. The second change is the key one. The City must designate that the Army Corp of Engineers would be the determining body for isolated wetlands. Council did not agree with that change. They suggested eliminating the term "isolated wetlands pilot project" from the code. In January 2017, DOE rejected that compromise. They would like the City to delete all references to isolated wetlands in the Shoreline Master Program. Staff is recommending three changes (highlighted):

#### **21A.15.1410 Wetland, isolated.**

"Wetland, isolated" means a wetland that is hydrologically isolated from other aquatic resources. Isolated wetlands may perform important functions and are protected by state law (Chapter 90.48 RCW), whether or not they are protected by federal law. **The term "Isolated Wetland" shall not apply within the City's shoreline jurisdiction as set forth in Chapter 25.05 SMC.**

#### **21A.50.320 Wetlands – Development flexibilities.**

The following alterations shall be authorized if the director determines that the *cumulative* impacts do not unduly counteract the purposes of this chapter and are mitigated pursuant to

an approved mitigation plan:

(1) Isolated wetlands, as defined in SMC 21A.15.1410, and evaluated in a written and approved critical areas study meeting the requirements of SMC [21A.50.130](#), with a total area of up to 1,000 square feet may be exempted from the avoidance sequencing provisions of SMC [21A.50.135](#)(1)(a). **This provision is not applicable within the City of Sammamish Shoreline Jurisdiction.**

**25.01.070 Critical areas regulations incorporated by reference.**

Provisions of the Sammamish critical areas ordinance codified in Chapter [21A.50](#) SMC, exclusive of SMC [21A.50.050](#) (Complete exemptions), [21A.50.070](#) (Exceptions), [21A.50.320\(1\) \(Isolated Wetlands\)](#), and 21A.50.320(3) (Isolated Wetlands – Pilot Program) are considered part of this SMP.

These changes are reflected in the ordinance being proposed tonight. If Council adopts these amendments, DOE will approve our Shoreline Master Plan and the City can begin to implement the new regulations. Mr. Thomas emphasized that the term “isolated” will only be removed from the Shoreline Master Program part of the code but will remain in other sections, as will the pilot program.

**MOTION:** Councilmember Valderrama move to forgo standard City Council practice of completing two separate ordinance readings and adopt an ordinance amending the Sammamish Municipal Code, specifically sections 21A.15.1410, 21A50.320 and 25.01.070, completing the update of the Shoreline Master Program by incorporating current Environmentally Critical Areas regulations. Councilmember Hornish seconded. Motion carried unanimously 7-0 (O2017-431)

**Council Reports/Committee Reports**

- 2017 Council Committee Appointments

City Committee	Number of Positions	2017 Members
Finance (Meets Quarterly)	3	Odell Huckabay Malchow
Public Safety (Meets Ad Hoc)	3	Keller Valderrama Odell
Communications (Meets Quarterly)	3	Malchow Gerend Hornish
Health and Human Services (Meets Quarterly)	3	Hornish

<i>(intended to support Task Force until phased out)</i>		Keller
Legislative (Meets Ad Hoc) <i>(Mayor &amp; Deputy Mayor assigned)</i>	3	Gerend Keller Valderrama
Utility (Meets Ad Hoc)	3	Gerend Keller Valderrama
Transit (Meets Ad Hoc)	3	Huckabay Odell Gerend

The Finance Committee had four Councilmembers asking to be on the committee. To determine which three would be appointed, the four names of each Councilmember were put in a hat and three were drawn out. They were Councilmembers Malchow, Huckabay and Odell. Mr. Howard suggested adding the Utility and Transit Committee to the list and to appoint the same members who were on it last year.

**MOTION:** Councilmember Keller moved to approve the Committee appointments. Councilmember Malchow seconded. Motion carried unanimously 7-0.

Councilmember Malchow asked if Council was supportive of the Sound Cities Association Committee appointments. They indicated they were.

Councilmember Odell praised the staff for their response to the snow fall.

Councilmember Valderrama discussed ways to take feedback on the ELST. He attended the Thriving Cities conference in Bellevue.

Councilmember Huckabay reported on the results of the Metro Virtual Town Hall regarding what types of bus service our residents would like.

Mayor Gerend and Mr. Howard attended the North End Mayors Meeting.

**City Manager Report**

- Financial Support: Spawning Grounds-Saving the Kokanee – This is a joint video project supported by both Issaquah and Sammamish with a \$5,000 donation.

Council approved moving the February 14 meeting to February 13. The also approved moving the March 14<sup>th</sup> meeting to Monday, March 20.

He reported that the public comment for the Eastlake Sammamish Trail closed on January 27, 2017. The City received over 900 comments. City and County staff will meet on February 28, 2017 to discuss issues along the trail.

**Executive Session** – Potential Litigation pursuant to RCW42.30.110(1)(i) and Personnel pursuant to RCW42.39.110(g)

Council retired to Executive Session at 8:20 pm and returned at 9:30 pm.

**MOTION:** Councilmember Malchow moved to authorize the City Attorney to file a quiet title action in the matter of Cheswick Lane Right of Way dedication. Councilmember Hornish seconded. Motion carried unanimously 7-0.

Meeting adjourned at 9:32 pm

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Melonie Anderson, City Clerk

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Donald J. Gerend, Mayor





# STUDY SESSION NOTES

## Study Session February 13, 2016

Mayor opened the study session of the Sammamish City Council at 6:30 p.m.

### **Public Comment**

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Mary Wictor, 408 208 Ave NE, commented on land acquisitions and easements. (*hand-out available upon request to the City Clerk, [manderson@sammamish.us](mailto:manderson@sammamish.us)* )

Paul Stickney, 504 228- Ave SE, commented on the overview map

Ming Chen, unknown, spoke regarding fence height regulations in the Shoreline Vista neighborhood

### **Topics**

- **Discussion:** Land Acquisition Strategy and Policy  
Anjali Meyer, Parks and Recreation Project Manager and Chad Wiser, OTAK lead a discussion and showed a presentation (*available on the City website [www.sammamish.us](http://www.sammamish.us)* )
- **Presentation:** King County Land Conservation Initiative Overview  
Mike Murphy, Land Conservation Program Manager at King County gave a presentation (*available on the City website [www.sammamish.us](http://www.sammamish.us)* )
- **Presentation:** Transfer of Development Rights Program  
Mike Murphy, Land Conservation Program Manager at King County gave a presentation (*available on the City website [www.sammamish.us](http://www.sammamish.us)* )
- **Presentation:** Town Center Implementation Strategy Update  
Kellye Hilde, Town Center Project Manager and Jeff Thomas, Director of Community Development gave a staff presentation. (*available on the City website [www.sammamish.us](http://www.sammamish.us)* )
- **Discussion:** Public Comment at Council Meeting  
City Manager Howard gave a staff presentation. (*available on the City website [www.sammamish.us](http://www.sammamish.us)* )

**Adjournment**

9:30 pm





**Meeting Date:** February 21, 2017

**Date Submitted:** 2/16/2017

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Approving The 2017 Budget And Work Program For A Regional Coalition For Housing (ARCH)

**Action Required:** Move to approve Resolution (with attachments)

- Exhibits:**
1. Resolution
  2. Attachment A - 2017 Budget
  3. Attachment B - 2017 Work Program

**Budget:** \$69,346 allocated in Account #001-058-559-20-49-08 in the 2017-2018 Budget

**Summary Statement:**

Sammamish, as a member of ARCH, participates in budget and work program development. This proposed Resolution provides the City of Sammamish approval for the budget and work program as drafted.

This year, ARCH is assisting City staff with an update to its Housing Strategy Plan including evaluation to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities); assisting with the development and implementation of the site donated to Habitat; and assisting City staff with implementation of the Town Center affordable housing provisions. Housing produced with the assistance of the ARCH Trust Fund counts toward Sammamish's Growth Management Act housing goals.

**Background:**

This Resolution follows the presentation to the City Council on February 21, 2017 by Arthur Sullivan, Program Manager, ARCH.

**Financial Impact:**

\$69,346 as budgeted for 2017, a \$6,872 increase over 2016 (+11%).

**Recommended Motion:**

Approve the Resolution for ARCH 2017 proposed budget and 2017 proposed work program.



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

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY  
COUNCIL APPROVING THE 2017 BUDGET AND WORK  
PROGRAM FOR A REGIONAL COALITION FOR HOUSING  
(ARCH)**

WHEREAS, the Sammamish has adopted a comprehensive plan containing a housing element which meets the requirements of the State Growth Management Act (GMA); and

WHEREAS, ARCH has assisted the City in meeting its GMA objectives in the development and implementation of the Housing Element of the Comprehensive Plan; and

WHEREAS, Council, at its April 20, 2010 meeting, authorized execution of the Amended and Restated Interlocal Agreement for ARCH by and between Sammamish, 15 other cities and King County updating and continuing the operations of ARCH; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement provides that the annual budget and work plan for ARCH shall be recommended by the ARCH Executive Board to each member jurisdiction, and recommendation has been made; and

WHEREAS, Section 11 of the Amended and Restated Interlocal Agreement also provides that the recommended budget and plan shall not become effective until approved by the legislative body of each member jurisdiction;

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

Section 1. ARCH 2017 Budget and Work Program Approved. The 2017 ARCH Administrative Budget and 2017 Work Program are hereby approved, as set forth in Attachment A and B attached hereto and incorporated by reference.

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.

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

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE  
\_\_\_\_ DAY OF FEBRUARY, 2017.**

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Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk:	February 15, 2017
Passed by the City	
Council: Resolution No.	R2017-__



## Exhibit 1

Exhibit 2  
Attachment A

2017 ARCH Administrative Budget

Final 12/19/16

I. ANNUAL OPERATING EXPENSES

Item	2016 Budget	2017 Budget	Change Budget	Percent Change
Staffing *				
Sub-total	\$ 598,055	\$ 617,676	\$ 19,621	3%
Rent	\$ 23,000	\$ 23,250	\$ 250	1%
Utilities	\$ -	Incl^	Incl^	Incl^
Telephone	\$ 4,375	\$ 4,375	\$ -	0%
Operating				
Travel/Training	\$ 2,000	\$ 2,000	\$ -	0%
Auto Mileage	\$ 3,000	\$ 3,150	\$ 150	5%
Copier Costs	\$ 2,000	\$ 1,750	\$ (250)	-13%
Office Supplies	\$ 2,550	\$ 2,750	\$ 200	8%
Office Equipment Service	\$ 1,850	\$ 1,900	\$ 50	3%
Fax/Postage	\$ 935	\$ 825	\$ (110)	-12%
Periodical/Membership	\$ 3,700	\$ 3,800	\$ 100	3%
Misc. (e.g. events,etc.)	\$ 1,680	\$ 1,680	\$ -	0%
Insurance	\$ 9,135	\$ 10,000	\$ 865	9%
Equipment Replacement		\$ 2,000	\$ 2,000	
Reorganization Admin	\$ 650	\$ 650	\$ -	0%
Sub-total	\$ 27,500	\$ 30,505	\$ 3,005	11%
TOTAL	\$ 652,930	\$ 675,806	\$ 22,876	3.50%

\* Actual salary increases based on Bellevue's approved Cost of Living Adjustment

## Exhibit 2

### II. ARCH ADMINISTRATIVE BUDGET: RESOURCE DISTRIBUTION

A. Cash Contributions	2016	2017	Change	Percent Change
				2.00%
Bellevue	\$ 5,530	\$ 7,209	\$ 1,679	
Bothell	\$ 54,323	\$ 55,410	\$ 1,086	
Issaquah	\$ 41,766	\$ 42,601	\$ 835	
King County	\$ 44,778	\$ 45,673	\$ 896	
Kirkland	\$ 106,241	\$ 108,366	\$ 2,125	
Mercer Island	\$ 30,784	\$ 31,400	\$ 616	
Newcastle	\$ 13,831	\$ 14,108	\$ 277	
Redmond	\$ 72,587	\$ 74,039	\$ 1,452	
Woodinville	\$ 14,286	\$ 14,572	\$ 286	
Beaux Arts Village	\$ 1,616	\$ 1,649	\$ 32	
Clyde Hill	\$ 3,873	\$ 3,951	\$ 77	
Hunts Point	\$ 1,616	\$ 1,649	\$ 32	
Medina	\$ 3,899	\$ 3,977	\$ 78	
Yarrow Point	\$ 1,616	\$ 1,649	\$ 32	
Sammamish	\$ 62,474	\$ 69,346	\$ 6,872	
Kenmore	\$ 27,519	\$ 28,069	\$ 550	
Other	\$	\$ 4,200	\$ 4,200	
<b>TOTAL</b>	<b>\$ 486,741</b>	<b>\$ 507,866</b>	<b>\$ 21,125.59</b>	
<b>B. In-Kind Contributions</b>	<b>2016</b>	<b>2017</b>	<b>Change</b>	<b>Percent Change</b>
Bellevue	\$ 166,188	\$ 167,943	\$ 1,756	1.06%
<b>TOTAL</b>	<b>\$ 166,188</b>	<b>\$ 167,943</b>	<b>\$ 1,756</b>	
<b>C. Total Contributions</b>	<b>2016</b>	<b>2017</b>	<b>Change</b>	<b>Percent Change</b>
Bellevue	\$ 171,718	\$ 175,152	\$ 3,434	2.00%
Bothell	\$ 54,323	\$ 55,410	\$ 1,086	2.00%
Issaquah	\$ 41,766	\$ 42,601	\$ 835	2.00%
King County	\$ 44,778	\$ 45,673	\$ 896	2.00%
Kirkland	\$ 106,241	\$ 108,366	\$ 2,125	2.00%
Mercer Island	\$ 30,784	\$ 31,400	\$ 616	2.00%
Newcastle	\$ 13,831	\$ 14,108	\$ 277	2.00%
Redmond	\$ 72,587	\$ 74,039	\$ 1,452	2.00%
Woodinville	\$ 14,286	\$ 14,572	\$ 286	2.00%
Beaux Arts Village	\$ 1,616	\$ 1,649	\$ 32	2.00%
Clyde Hill	\$ 3,873	\$ 3,951	\$ 77	2.00%
Hunts Point	\$ 1,616	\$ 1,649	\$ 32	2.00%
Medina	\$ 3,899	\$ 3,977	\$ 78	2.00%
Yarrow Point	\$ 1,616	\$ 1,649	\$ 32	2.00%
Sammamish	\$ 62,474	\$ 69,346	\$ 6,872	11.00%
Kenmore	\$ 27,519	\$ 28,069	\$ 550	2.00%
Other	\$	\$ 4,200	\$ 4,200.00	
<b>TOTAL</b>	<b>\$ 652,929</b>	<b>\$ 675,810</b>	<b>\$ 22,881.23</b>	<b>3.50%</b>
<b>TOTAL COSTS</b>	<b>\$ 652,930</b>	<b>\$ 675,806</b>	<b>\$ 22,876.26</b>	<b>3.50%</b>

Final 12-9-16

## ARCH WORK PROGRAM: 2017

### I. PROJECT ASSISTANCE

#### A. Oversight of Local Monetary Assistance

ARCH Trust Fund. Review applications and make recommendations for requests of local monetary funds through the ARCH Housing Trust Fund process. Includes helping to coordinate the application process and use of funds for various programs.

Objective: Allocation of \$1,000,000 or more through the ARCH Housing Trust Fund Process, and create or preserve a minimum of 50 units.

For the 'Parity Program', provide updated annual information to members, and achieve the base line goal for levels of direct assistance. Evaluate the appropriateness of updating goals under the Parity Program

Provide a variety of types of affordable housing as well as meet other funding priorities as specified in the ARCH Trust Fund Criteria.

Centralized Trust Fund System. Monitor centralized trust fund process including:

- Produce regular monitoring reports for the ARCH Trust Fund account.
- Work with Administrating Agency (Bellevue) to prepare contracts and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments. Includes monitoring for long term sustainability of previously funded projects.

Objective: Monitor ongoing financial activities of the ARCH Trust Fund account and provide updated information to members.

Develop sustainable strategies for the HTF to meet local housing goals and preserve publicly assisted affordable housing.

King County / State Funding Programs. Review and provide input to other funders for Eastside projects that apply for County (HOF, RAHP, HOME, TOD etc.) and State (Tax Credit, DOC) funds. Includes providing input to the King County Home Consortium on behalf of participating Eastside jurisdictions. Assist N/E consortium members with evaluating and making a recommendation to the County regarding CDBG allocations to affordable housing.

Objective: In consultation with County, local staff and housing providers, seek to have funds allocated on a countywide basis by the County and State allocated proportionately throughout the County including the ARCH Sphere of Influence.

**B. Special Initiatives** This includes a range of activities where ARCH staff assist local staff with specific projects. Activities can range from feasibility analysis, assisting with requests for

### Exhibit 3

proposals, to preparation of legal documents (e.g. contracts, covenants). Following are either existing initiatives or initiatives likely to emerge:

ARCH Trust Fund: Dedicated Funding Source. Continue work that began in 2014 to explore and evaluate the feasibility of a dedicated funding source to supplement general fund contributions for the ARCH Trust Fund. Work in 2017 is expected to focus on working with council to develop a recommendation, work on state legislature to expand tools available to cities, potentially updating Parity goals and as applicable, assisting individual members with developing approaches to achieving the updated goals.

Surplus Property/Underdeveloped Property. Assist as needed member cities' evaluation of potentially surplus public property or underutilized private property (e.g. faith community properties) for suitability of affordable housing. Currently identified opportunities include:

- Continue to explore opportunities for catalyst projects in transit oriented neighborhoods such as Bel-Red, Overlake, Issaquah, Kirkland and central Mercer Island that include affordable housing and other features that help implement neighborhood plan objectives. This includes efforts to identify one or two properties that would be appropriate for the REDI Fund and assisting cities with working with King County regarding utilization of both targeted and at-large King County TOD funds in East King County
- Continue to assist Sammamish and Redmond with coordinating construction of affordable housing on their surplus city sites.

Winter Shelter. Support efforts by Eastside Human Services Forum, EHAC and cities to develop an East King County sub-regional strategic approach to winter shelter and related services for homeless adults and families. In 2017, for both the men's and women/family shelter, expected work will include continued community outreach, additional site feasibility, structuring land conveyance documents, finalizing concept and design, potentially including some permanent housing, and securing funding. For both shelters, ARCH, will assist Bellevue and Kirkland with out-of-cycle funding applications for contracting the state legislative earmarks for these sites.

Objective: Identify one or more specific sites in East King County to be made available for housing and member jurisdictions to develop a long term strategy for addressing winter shelter for homeless persons and families.

Eastside Homebuyer Program.

Undertake an updated program assessment and develop recommendations for potential refinements of program to respond to current market conditions. .

Objective: Maintain operation of the Homebuyer Assistance Program and implement updates.

HUD Assisted Housing. Continue to monitor and actively pursue efforts to preserve existing HUD assisted affordable housing.

Objective: Preserve existing federally assisted affordable housing in East King County and prevent from converting to market rate housing.

## II. HOUSING POLICY PLANNING

Work items in this section fall into the following basic areas of activity:

- Work with individual members on local planning efforts.
- Efforts coordinated through ARCH that benefits multiple members of ARCH.
- Track legislation that increases tools available to cities to create affordable housing.
- Participation in regional workgroups that impact local housing efforts.

### A. Local Planning Activities

- Housing Background Information. On an annual basis, ARCH will continue to provide updated housing data information as available. This updated housing information is available to members and will be incorporated into ARCH education fliers and an updated Housing 101 report.

Objective: On a regular basis, conduct education sessions for new local officials and staffs on local housing conditions and programs, and hold annual discussion with member councils on recent housing trends and efforts.

Continue to keep member jurisdictions and the broader community aware of local housing conditions to assist in their efforts to evaluate current and future efforts to meet local housing objectives. Include research on recent housing trends, and responses to these trends.

Housing Elements / Housing Strategy Plans. Over the past year, ARCH staff began work with a number of members to prepare a Housing Strategy Plan to identify and prioritize strategies to implement Housing Element policies. In 2017, ARCH staff will continue assisting members who began their strategy plan and anticipates assisting several other members with developing local Strategy Plans.

Objective: Assist with preparation of Housing Strategy plans for members that include such a policy in their Housing Element.

Accessory Dwelling Units (ADUs). Several ARCH members have expressed interest in evaluating current ADU regulations and explore other ways to increase availability of ADUs. ARCH staff will assist with convening interested ARCH member cities to evaluate existing ADU regulations and other related issues (e.g. permitting costs, community awareness) that could impact creation of ADUs.

Impact Fee Waivers. In response to revisions of state law allowing impact fee waivers for affordable housing, support as needed ARCH member cities' review and adoption of local legislation to implement state authority to grant impact fee waivers.

Local Housing Efforts. ARCH staff will continue to assist local staffs in local efforts to update land use, zoning and other codes in order to implement Comprehensive Plan policies. Following are specifically identified areas that ARCH will assist local staff.

## Exhibit 3

Objective: Assist local staff with completion of the following updates of local codes and specific plans:

### **Bellevue**

Assist City with preparing an Affordable Housing Strategy.

Assist City staff with implementing administrative procedures for the Bel-Red land use incentive program and citywide Multifamily Tax Exemption program.

Assist in identifying opportunities for affordable housing and implementation of affordable housing strategies in identified East Link corridors and station areas where transit oriented housing and mixed income housing development is an important component of the initial planning work.

Assist in housing related items for Eastgate zoning update and the Wilburton Plan

Assist with initial priority strategies identified through the Affordable Housing Strategy

Assist in Neighborhood Planning to consider more affordable housing types on a neighborhood-by-neighborhood basis, such as small lot neighborhood infill and detached accessory dwelling units

Assist in downtown housing incentives as recommended by the downtown livability plan

### **Bothell**

Assist city with updating its adopted Housing Strategy Plan.

Assist city with evaluating and potentially implementing affordable housing provisions related to zoning and code amendments such as in the Nike Hill and South Riverside plan areas.

Assist city staff with work related to affordable housing component of the city's LIFT program in their downtown areas. Includes assisting with any reporting requirements and potentially exploring additional opportunities for affordable housing on city owned properties in the downtown revitalization area.

Assist city staff with evaluating the updated state legislation regarding impact fee waivers for affordable housing, and explore potential revisions to local regulations related to impact fee waivers for affordable housing.

### **Clyde Hill**

Assist City with rental of City's affordable rental unit.

### **Issaquah**

Assist City with a Housing Strategy Plan, including preparing the annual

Affordable Housing Report Card/Analysis.

Assist City staff with evaluating and as needed implementing development standards and regulations related to the housing policies adopted in the Central Issaquah Plan and Central Issaquah Standards.

As needed, assist City staff with administration and/or revisions of the affordable housing provisions of local development agreements (e.g. Issaquah Highlands, Talus, and Rowley)

Assist with evaluating and strategizing sequencing potential projects/ opportunities such as those near transit facilities, including coordination with potentially utilizing the King County TOD funds.

Assist with initial work on high priority strategies identified in the Housing Strategy Plan

**Kenmore**

Assist City with a Housing Strategy Plan presentation to, and review by Council.

Continue to assist with technical questions and negotiating agreements where affordable housing is proposed including the TOD overlay.

Potentially assist with initial work associated with high priority strategies identified in the Housing Strategy Plan.

**Kirkland**

Assist City with an update to their Housing Strategy Plan.

Assist with the implementation of at least one high priority item identified in the updated Housing Strategy Plan.

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations and/or using the optional multifamily tax exemption program.

Assist City staff with housing issues that come before Council Planning and Economic Development Committee and resulting initiatives.

Assist City staff with affordable housing preservation efforts and initiatives.

**Mercer Island**

Assist City with a Housing Strategy Plan.

As needed, assist City staff with components of residential development standards review that are associated with housing stock diversity.

As needed, assist City staff with administering affordable housing provisions associated with the land use incentive and tax exemption programs for Town

Center.

Provide project support for Town Center development projects that include affordable housing.

**Newcastle**

Assist City with a Housing Strategy Plan.

Assist with agreements for any project that would include an affordable housing requirement, including those related to the Community Business Center.

Assist staff with outreach effort related to ADUs.

**Redmond**

Continue to assist with negotiating and administering the provision of affordable housing in developments required to provide affordable housing units pursuant to city regulations.

Continue to assist staff with coordinating the development of the Providence John Gabriel House project for senior affordable housing in Downtown. (See Special Initiatives).

Continue to assist staff with development and adoption of an affordable housing strategy for the Marymoor Subarea as a follow-up action to the adoption of the Southeast Redmond Neighborhood Plan.

Assist City staff and Council with evaluating and, if appropriate, implementing a property tax incentive program for affordable housing, as allowed under RCW 84.14.

Continue to assist with strategies to increase the level of affordability for new housing in Overlake as part of the development of master plans and development agreements, including exploring ways to leverage other resources.

Assist with the promotion of affordable housing and other programs available to Redmond residents and developers, e.g., Accessory Dwelling Units (ADUs) (see above).

As follow up to the City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach efforts to landlords regarding Section 8 program and potentially other initiatives to support use of this program. Potentially do in cooperation with other jurisdictions.

Assist with the implementation of other high priority items identified in the Strategic Housing Plan and the Affordable Housing Strategies Work Plan of June, 2016, such as encouraging public/private partnerships to promote the development of affordable housing in urban centers.

Assist with carrying out implementation strategies that result from the

investigation of emerging housing markets and East Link Corridor housing strategies as described below under regional issues.

As follow up to the City's adoption of Section 8 anti-discrimination ordinance, assist with education outreach efforts to landlords regarding Section 8 program. Potentially do in cooperation with other jurisdictions.

**Sammamish**

Assist City with an update to their Housing Strategy Plan.

Assist City staff with development and implementation for site donated to Habitat (see special initiatives).

Evaluate Strategy Plan to assess if work should commence on any priority strategies (e.g. Senior Housing opportunities).

Assist City staff with implementation of Town Center affordable housing provisions

**Woodinville**

Assist City staff with a Housing Strategy Plan.

Assist with review and any update of affordable housing and accessory dwelling unit programs and regulations.

Assist City staff and Planning Commission with evaluating and developing incentives for affordable housing as provided for in the Downtown/Little Bear Creek Master Plan area.

As needed, assist City staff with components of residential development standards review that are associated with housing stock diversity.

**Yarrow Point**

Assist Planning Commission and Council with a review and potential update of current ADU regulations, and assist with effort to increase public awareness of local provisions.

**King County** See Regional/Planning Activities below.

Ongoing monitoring of affordable housing in the Northridge/Blakely Ridge and Redmond Ridge Phase II affordable housing development agreements.

General Assistance. In the past, there have been numerous situations where members have had requests for support on issues not explicitly listed in the Work Program. Requests range from technical clarifications, to assisting with negotiating agreements for specific development proposals, to more substantial assistance on unforeseen planning initiatives. ARCH sees this as a valuable service to its members and will continue to accommodate such requests to the extent they do not jeopardize active work program items.

## **B. Regional/Countywide Planning Activities**

PSRC – Growing Transit Communities (GTC). PSRC in a partnership with public and private agencies from the Central Puget Sound region with a HUD Sustainable Communities Planning Grant completed a regional GTC strategy plan. Several ARCH members and ARCH are participating in follow up efforts coordinated by the GTC Advisory Committee. ARCH staff will assist member jurisdictions to evaluate and implement GTC strategies relevant to their respective communities. Some specific activities for individual members are described above in the Local Housing Efforts section.

Countywide Planning Policies (CPP) for Affordable Housing. The Growth Management Planning Council adopted updated CPPs for housing. This also included several follow up work program items to begin implementation of some of the policies. ARCH staff will assist the regional work group on these follow up work program items (e.g. identifying and collecting key regional data for monitoring progress).

Legislative Items. ARCH staff will track state and federal legislative items that relate to affordable housing that could impact members' ability to address affordable housing. As needed, staff will report back to the Executive Board and members, and when directed coordinate with other organizations (e.g. AWC, Prosperity Partnership, WLHA) to contact legislators regarding proposed legislation.

All Home (formally the Committee to End Homelessness)/ Eastside Homeless Advisory Committee (EHAC). Anticipated work of the All Home in the coming year includes continued coordinated allocation of resources, and initiating several specific initiatives (e.g., coordinated entry and assessment for all populations, families' realignment process (e.g. conversion of transitional housing to permanent housing units at Hopelink properties). Role for ARCH staff is expected to include participating in the All Home Funders group and its efforts to coordinate funding, and inform ARCH members and the general public of All Home/EHAC activities. Also continue to participate in efforts to implement homeless efforts within East King County through EHAC.

Objective: Keep member jurisdictions informed of significant regional issues and pending legislation that could affect providing housing in East King County.

Ensure that perspectives of communities in East King County are addressed in regional housing activities, including All Home and Growing Transit Communities.

Have one or more specific local programs initiated as part of the All Home Community Strategic Plan.

## **III. HOUSING PROGRAM IMPLEMENTATION**

Monitoring Affordable Rental Housing. Administer ongoing compliance of affordability requirements. This includes affordable rental housing created through direct assistance (e.g. Trust Fund allocation, land donations) from member jurisdictions, and through land use incentives. Some Trust Fund projects also require monitoring of project cash flow related to

## Exhibit 3

loans made by jurisdictions to projects (see I. Project Assistance).

Objective: Ensure projects are in compliance with affordability requirements which involve collecting annual reports from projects, screening information for compliance, and preparing summary reports for local staffs. To the extent possible this work shall:

- Minimize efforts by both owners and public jurisdictions.
- Coordinate ARCH's monitoring efforts with efforts by other funding sources such as using shared monitoring reports.
- Utilize similar documents and methods for monitoring developments throughout East King County.
- Establish working relationship with other public organizations that can help assess how well properties are maintained and operated (e.g. code compliance, police, and schools).

Monitoring Affordable Ownership Housing. As more price restricted homes are created, monitoring of affordable ownership housing created through local land use regulations is becoming of increased importance. In addition, ARCH will continue to monitor general trends with ownership units, enforcement of covenant provisions (e.g. leasing homes, foreclosure), and as necessary evaluate and if warranted, complete revisions to the ownership covenants. This effort will include convening member planning and legal staff to review potential revisions, consulting with King County and other local ownership programs, and seeking approval from Secondary Market lenders (e.g. FHA, Fannie Mae) of any potential revisions. Also continue to maintain a list of households potentially interested in affordable ownership housing.

Objective: Oversee resale of affordable ownership homes. Address issues related to ongoing compliance with program requirements (e.g. leasing homes, foreclosures).

Complete revisions to the affordability covenant and administrative procedures to better protect against potential loss of long term affordability.

Information for Public on Affordable Housing. Maintain lists of affordable housing in East King County (rental and ownership), and making that available as needed to people looking for affordable housing.

Objective: Maximize awareness of affordable housing opportunities in East King County through the ARCH web site, public flyers and other means to assist persons looking for affordable housing.

Relocation Plans. Assist as necessary with preparing relocation plans and coordinate monitoring procedures for developments required to prepare relocation plans pursuant to local or state funding or regulatory requirements.

Objective: Maximize efforts to ensure that existing households are not unreasonably displaced as a result of the financing or development of new or existing housing.

#### **IV. SUPPORT/EDUCATION/ADMINISTRATIVE ACTIVITIES**

Education/Outreach. Education efforts should tie into efforts related to public outreach/input on regional housing issues (see Local Planning Activities). However, much of ARCH's outreach/education work will occur through work with individual members on local housing efforts. As part of Housing 101, in addition to the Housing 101 workbook and related brochures, conduct some type of specific education event. In 2017, Housing 101 will entail a more 'classroom' type event for council members and commissioners which will cover issues such as programs being used by different members and local successful case studies, and information related to funding efforts and potential opportunities.

Objective: Develop education tools to inform councils, staffs and the broader community of current housing conditions, and of successful efforts achieved in recent years.

Be a resource for members to assist with outreach and education activities on affordable housing associated with local planning efforts.

Conduct specific education events for ARCH member staff, commissioners and council members.

Create outreach tools/efforts that inform the broader community of affordable housing resources available to residents.

Media coverage on at least six topics related to affordable housing in East King County related to work done by Cities/ARCH and articles in local city newsletters.

ARCH Web Site. Update on a regular basis information on the ARCH website, including information related to senior housing opportunities. Add new section to the website that provides more details and administrative materials for affordable incentive programs available through ARCH members and fair housing information

Objective: Maintain the ARCH web site and update the community outreach portion by incorporating information from Housing 101 East King County, as well as updated annual information, and links to other sites with relevant housing information (e.g. All Home, HDC).

Advice to Interested Groups. Provide short-term technical assistance to community groups, faith communities and developers interested in community housing efforts. Meet with groups and provide suggestions on ways they could become more involved. In 2017, undertake an effort to educate realtors about local Affordable Ownership program.

Objective: Increase awareness of existing funding programs by potential users.

Increase opportunities for private developers and Realtors working in partnership with local communities on innovative/affordable housing.

Assist community based groups who want to provide housing information to the broader community by assisting with preparing background information.

## Exhibit 3

Make presentations, including housing tours, to at least 10 community organizations.

Administrative Procedures. Maintain administrative procedures that efficiently provide services to both members of ARCH and community organizations utilizing programs administered through ARCH. Prepare quarterly budget performance and work program progress reports, including Trust Fund monitoring reports. Prepare the Annual Budget and Work Program. Work with Executive Board to develop multi-year strategy for the ARCH Administrative Budget. Staff the Executive and Citizen Advisory Boards.

Objective: Maintain a cost effective administrative budget for ARCH, and keep expenses within budget. Administrative costs should be equitably allocated among ARCH's members.

Maintain membership on the ARCH Citizen Advisory Board that includes broad geographic representation and a wide range of housing and community perspectives.

## Exhibit 3



**Meeting Date:** February 21, 2017

**Date Submitted:** 2/16/2017

**Originating Department:** City Manager

**Clearances:**

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

**Subject:** Resolution authorizing City of Bellevue as Administering Agency of A Coalition for Affordable Housing (ARCH) to execute all documents necessary to enter into Agreements for the funding of affordable housing projects, as recommended by the ARCH Executive Board, utilizing funds from the City's ARCH Housing Trust Fund.

**Action Required:** Move to approve Resolution (with attachments)

**Exhibits:**

1. Resolution
2. Exhibit A – ARCH Executive Board Recommendation Memo
3. Exhibit B – ARCH Executive Board Recommendation Attachments

**Budget:** \$15,866 of \$100,000 allocated in Account #001-050-559-20-41-00 (Health and Human Services – Affordable Housing) in the 2017 – 2018 Budget

**Summary Statement:**

The City's adopted 2017 portion of the 2017 - 2018 biennial budget includes funds reserved for projects recommended through the ARCH Housing Trust Fund in the affordable housing account line of the Health and Human Services Department. Approval of this resolution will authorize expenditures of those funds and further authorizes the City of Bellevue, as the Administering Agency of ARCH, to enter into agreements for the funding of affordable housing projects as recommended by the ARCH Executive Board.

**Background:**

The ARCH Executive Board has recommended the City of Sammamish participate in the funding of the Imagine Housing 30Bellevue project and the Imagine Housing Esterra project in the amount of \$15,866.

Once authorized, the Administering Agency will execute the necessary documents. These funds were previously expended by the City and are held in trust by the Administering Agency for ARCH.

**Financial Impact:**

\$15,866 of \$100,000 budgeted for 2017 to contribute to ARCH for affordable housing projects.

**Recommended Motion:** Move to approve the Resolution authorizing the expenditures recommended by the ARCH Executive Board.

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

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**A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL AUTHORIZING THE DULY-APPOINTED ADMINISTERING AGENCY FOR ARCH TO EXECUTE ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENTS FOR THE FUNDING OF AFFORDABLE HOUSING PROJECTS, AS RECOMMENDED BY THE ARCH EXECUTIVE BOARD, UTILIZING FUNDS FROM THE CITY'S ARCH HOUSING TRUST FUND.**

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Sammamish participate in the funding of certain affordable housing projects and programs hereinafter described; and

WHEREAS, the ARCH Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

WHEREAS, Council, at its April 20, 2010 meeting, authorized execution of the Amended and Restated Interlocal Agreement for ARCH by and between Sammamish, 15 other cities and King County updating and continuing the operations of ARCH; and

WHEREAS, the City Council desires to use \$15,866 from City funds as designated below to finance the projects recommended by the ARCH Executive Board;

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

Section 1. The City Council authorizes the duly-appointed administering agency of ARCH pursuant to the Amended and Restated Interlocal Agreement for ARCH to execute all documents and take all necessary actions to enter into Agreements on behalf of the City to fund Imagine Housing's 30Bellevue and Imagine Housing's Esterra Block 6B in a combined total amount not to exceed \$15,866.

Section 2. The Agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the Agreements, the duly-appointed administering agency of ARCH shall be guided by the recommendations set forth in the ARCH Executive Board's memorandum of January 6, 2017, a copy of which is attached hereto as Exhibit A.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF FEBRUARY, 2017.**

CITY OF SAMMAMISH

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Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: February 15, 2017  
Passed by the City Council:  
Resolution No. R2017-\_\_



Together Center Campus  
 16225 NE 87<sup>th</sup> Street, Suite A-3 ♦ Redmond, Washington 98052  
 (425) 861-3677 ♦ Fax: (425) 861-4553 ♦ WEBSITE: [www.archhousing.org](http://www.archhousing.org)

### MEMORANDUM

TO: City of Bellevue Council Members  
 City of Clyde Hill Council Members  
 Town of Hunts Point Council Members  
 City of Issaquah Council Members  
 City of Kenmore Council Members  
 City of Kirkland Council Members  
 City of Medina Council Members  
 City of Mercer Island Council Members  
 City of Newcastle Council Members  
 City of Redmond Council Members  
 City of Sammamish Council Members  
 City of Woodinville Council Members  
 Town of Yarrow Point Council Members

FROM: Peter Troedsson, Chair, and ARCH Executive Board

DATE: January 6, 2017

RE: Fall 2016 Housing Trust Fund (HTF) Recommendation

The ARCH Executive Board has completed its review of the two applications for the Fall 2016 Housing Trust Fund round. The Executive Board recommends funding for two projects. Recommendations total \$932,429, with a contingency award of up to an additional \$400,000 as summarized in the attached table, Proposed Funding Sources. The actual amount will depend on final action by the City Councils.

Following is a summary of the applications, the Executive Board recommendation and rationale, and proposed contract conditions for the two proposals recommended for funding at this time. Also enclosed are:

- Exhibit 1: Summary of Trust Fund Applications
- Exhibit 2: Summary of Funding Leveraging
- Exhibit 3: Economic summary for 30Bellevue
- Exhibit 4: ARCH Funding by City
- Exhibit 5: Summary of funded projects to date

*ARCH Trust Fund Exec Board Memo**December 21, 2016**Page | 2***1. Imagine Housing 30Bellevue**

Funding Request: \$432,429 in addition to the previously awarded \$442,571 for a total funding award of \$875,000 (Deferred, Contingent Loan).  
plus 8 Section 8 Vouchers (from the 2015 round)  
62 Units

Exec Board Recommendation: \$432,429 additional (Deferred, Contingent Loan). Up to an additional \$400,000 contingency per funding condition number 2  
See attached Funding Chart for distribution of City Funds

**Project Summary:**

Imagine Housing (IH) –which owns 13 properties with 485 units of low-income housing in East King County – has refined its 30Bellevue new construction project collocated with St. Luke’s Lutheran Church, which also houses the Sophia’s Place homeless shelter for women and the rotating men’s shelter operated by Congregations For the Homeless. This project received \$432K predevelopment funding in the 2015 Trust Fund round along with a reservation of 8 Section 8 vouchers. The revised proposal is for a 62 unit family rental project with up to 50% of the units (31 units) set aside for homeless individuals and households (increase from 20%), but still also keeping up to a 20% set aside for disabled units (13 units). Ten of the disabled set-aside units would overlap with those for the homeless, three would be occupied by developmentally disabled residents who receive services from Alpha Supported Living. The revised proposal includes additional three bedroom units which Imagine Housing is requesting an additional 20 vouchers for the project to help cover operational and debt service costs.

The site is in North Bellevue near the interchange between I-405 and SR 520. It is within the walkshed of the South Kirkland Park and Ride. The proposed building is two and four levels of wood construction over one level of structured parking, management office, service provider space and elevator lobby. A roof garden will be provided on the 3 story portion. This section of the building is stepped down to fit within the zoning height restriction. The building is designed to serve households at 30%, 40% and 60% of Area Median Income (AMI).

**Funding Rationale:**

The Exec Board supported the intent of this application for the following reasons:

- Development targets range of lower income households
- Homeless unit set-asides
- Is responsive to the issues raised during review of the initial application such as incorporating more 3 bedroom units and including units for developmentally disabled individuals.
- The project expands residential development within the North Bellevue area
- Church and applicant have worked with city and neighborhood for comprehensive plan and zoning updates for the site
- Site has access to transit and shopping
- Project leverages a substantial amount of Tax Credit equity
- Applicant has continued to make meaningful progress on advancing the project
- Relatively low per unit ask to ARCH
- Applicant has site control and entitlement process is underway

ARCH Trust Fund Exec Board Memo

December 21, 2016

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- Experienced applicant

**Special Conditions:**

**Note: These conditions replace the funding conditions associated with the predevelopment funding award made during the 2015 Trust Fund application round.**

1. The 2016 funding award is \$432,429 for a total award of \$875,000. \$442,571 in Bellevue and King County-administered CDBG was awarded through the 2015 funding round. The funding commitment shall continue for **twelve (12) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to ARCH staff no later than sixty (60) days prior to the expiration date. At that time, the applicant will provide a status report on progress to date, and expected schedule for start of construction and project completion. ARCH staff will consider a twelve month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the applicant will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.
2. Funds shall be used by Imagine Housing toward **soft costs, design, permits and construction**. Funds may not be used for any other purpose unless City or Administering Agency staff have given written authorization for the alternate use. Spending of construction contingency must be approved in advance by City or Administering Agency staff. If after the completion of the project there are budget line items with unexpended balances, the public funders shall approve adjustments to the project capital sources, including potentially reductions in public fund loan balances.
3. In addition to the \$875,000, ARCH is making a contingency award subject to ARCH Executive Board approval of up to \$400,000 to make up any shortfall in tax credit pricing below \$1.05 per dollar. The ARCH contingency contribution will be 40% of any additional public funds required. These additional funds would be specifically tied to Construction Contingency. ARCH staff shall review and approve all charges against Construction Contingency. In order to minimize the need for the additional contingency funding, Imagine Housing shall make every effort to underwrite debt, minimize operating and debt reserves, negotiate the highest price for the tax credits and explore all avenues for cost savings including, but not limited to reducing the floor area of units, better construction pricing, better terms on conventional construction and permanent debt, reducing the time of construction and/or better pricing on the land, or change in unit mix in order to minimize the funding gap created by the lower pricing of tax credits. Any request to the ARCH Executive Board for a contingency funding award will include information regarding other actions taken by Imagine Housing to minimize need for contingency funding. .
4. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources, available cash flow and receipt of an asset management fee or deferred developer fee to the Applicant and project reserves. Final loan terms shall be determined prior to release of funds and must be approved by City staff. Based on the preliminary development budget, it is anticipated that loan payments will be based on a set repayment schedule, and begin after **repayment of the deferred developer fee** (approximately year 4), **with 1% interest**. The terms will also include a provision for the Applicant to a deferment of a payment if certain

ARCH Trust Fund Exec Board Memo

December 21, 2016

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conditions are met (e.g. low cash flow due to unexpected costs). Any requested deferment of loan payment is subject to approval by City or Administering Agency staff, and any deferred payment would be repaid from future cash flow or at the end of the amortization period.

5. The net developer fee shall be established at the time of finalizing the Contract Budget. With the current budget, it is anticipated that the Net Developer Fee inclusive of any project management fees and incidental costs incurred by the developer, shall not exceed \$1,037,000 based on the current size and description of the project. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
6. Until such time as any deferred developer fee is fully repaid, all cash flow after payment of operating expenses and debt service, shall be used to repay the deferred developer fee unless otherwise approved by City or Administering Agency staff. After full repayment of deferred developer fee Imagine Housing shall be entitled to an asset management fee. The amount of the asset management fee will account for various factors including project operating budget and debt repayment. Final asset management fee will be determined at time of funding agreement and must be approved by City staff.
7. A covenant is recorded ensuring affordability for at least 50 years, with size and affordability distribution per the following table. Minor adjustments to the mix may be considered upon ARCH Executive Board approval in order to address reduced tax credit pricing. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, or as otherwise approved by City or Administering Agency staff.

Affordability**	Studio	1 BR	2BR	3BR	Total
30% *	7	5	12	7	31
40% *	-----	14	1	1	16
60%	-----	11	2	2	15
Total **	7	30	15	10	62

\* 8 Section 8 vouchers awarded in the 2015 round can be utilized in very low income units can utilize Section 8 vouchers. They can be used in a combination of studio, one, two and three bedroom units. The final mix of units benefiting from vouchers will be approved by City or Administering Agency staff. Considerations in the determination of unit mix will include overall need in the community, unit mix of existing federally assisted and Section 8 assisted housing in East King County, and Section 8 program requirements.

\*\* 1 or 2 of the units will not be rent- or income-restricted. The final contract will update the affordability chart to account for the non-restricted units which will be approved by City or Administering Agency staff.

8. Initially, up to 50% of the units will be set aside for occupancy by households transitioning out of homelessness. These units will initially be filled through coordinated entry, but flexibility will be maintained to change how units may be filled based on adequacy of available funding and actual experiences at the site and within the community. Imagine Housing shall work with Coordinated Entry for All around matching tenants to the level of services provided (Imagine proposes 1.5 FTE day

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time, week day staffing) and prioritizing family units for households with Eastside connections such as with children in Bellevue and Kirkland schools as well as Sophia Way shelter guests. City or Administering Agency staff shall approve any change to the number of units serving the homeless and the level of services provided.

9. Based on the availability of adequate support services, up to 20% of the units will be set aside for households with disabilities, unless otherwise approved by City or Administering Agency staff. Applicant will make units available to at least 3 developmentally disabled persons on Core Waivers. At initial occupancy one bedroom and a three bedroom unit will be made available for this population. Any changes to the minimum number or configuration of developmentally disabled units shall be subject to approval by City and Administering Agency staff.
10. Imagine Housing shall provide evidence of meeting the conditions of entitlement including but not limited to the number of parking spaces required and shared between the various uses on the site.
11. Imagine Housing shall submit for review and approval a management plan that includes types of services and programs that will be available for the residents, and how it integrates with the operation of the church, women's shelter and other uses of the site. The plan shall also address how parking will be managed on an ongoing basis including how to address tenants and prospective tenants that would cause the total number of cars to exceed the number of available spaces. The plan shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; targeted outreach to community; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements.

## **2. Imagine Housing Esterra Park Block 6B**

Funding Request:                                 \$2,998,046 (Contingent Loan)  
   Plus 16 total Section 8 Certificates  
   220 affordable rental units

Exec Board Recommendation:                 \$500,000 preliminary commitment towards acquisition  
   See attached Funding Chart for distribution of City Funds

### **Project Summary:**

The applicant is Imagine Housing (IH) – a non-profit corporation formed in 1987, which owns 13 properties with 485 units of low-income housing in East King County. They have submitted a project concept on a parcel within the larger master planned development located on the former Group Health in the Overlake area of Redmond and adjacent to the proposed Overlake light rail station. The project concept is a mixed income rental development of 220 units or more. It is proposed to be funded as two components linked by amenity space: a 40+ unit 9% Tax Credit project serving 30% and 50% AMI households and a 180+ unit 4% Tax Credit project with a mix of units serving 60% AMI households and 20 or more unrestricted units but intended to rent at somewhat below market rent levels. The proposal also includes a request to allocate 8 Section 8 vouchers to each component. The proposal responds to the TOD funding (Bonding of the Hotel/Stadium Tax) available from King County. The 9% TC portion will make half of its units available to homeless households in response to King County's funding priorities.

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The proposed building is five levels of wood construction over one or two levels of structured parking. The ground level will include space for a YMCA-operated childcare facility. A roof garden will be provided on both portions.

Besides the childcare center, the new development will contain shared courtyard, lobby, management office, laundry and possible retail space. Common spaces (which include a clubroom) and residential units will be designed according to the principles of universal design.

**Funding Rationale:**

The Exec Board recognizes the application for funding is early, and that a number of details are still being considered and fleshed out, therefore a partial award recommended with a requirement to apply for full funding award in a future round.

The Exec Board supported this application and recommends partially funding with conditions listed below for the following reasons:

- Development targets range of income levels for families and individuals, including set asides for homeless
- Well situated site which has easy access to transit, employment, shopping and services
- Increases the affordability in the master planned development and potential to significantly leverage resources through city housing provisions
- Contributes to distributing affordable housing throughout the community
- Site could accommodate childcare facility
- Project eligible for County TOD funds
- Project leverages a substantial amount of Tax Credit equity and debt
- Imagine pursuing private social investments for a portion of the capital costs.
- Experienced applicant

Imagine Housing will be expected to provide an updated funding application to ARCH in the upcoming round that addresses the items listed under Condition 4.

**Special Conditions:**

1. Funds will be used for site acquisition and may not be used for any other purpose unless City staff has given written authorization for the alternate use.
2. Submit monitoring reports quarterly providing updates on progress on predevelopment activities and progress in meeting the funding conditions.
3. In the event an updated application for full funding is received during the 2017 funding round, the funding commitment for the funds shall be extended to 18 months from the date of Council approval. An extension may be requested to City or Administering Agency staff no later than sixty (60) days prior to the expiration date. City or Administering Agency staff will consider an extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. In the event an updated application is not received in 2017 or if an evaluation by the Executive Board prior to the fall funding round indicates that funding conditions cannot be met within the 18 month funding

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condition period, then the ARCH Executive Board will be authorized to have the funding award expire.

4. Imagine Housing shall reapply to ARCH in the 2017 round for the balance of local funds needed to combine with other sources to fully fund the project. In that application, Imagine Housing shall address the following:
  - Application to County for Transit Oriented Development funding
  - Approaches to significantly reduce the request to public funders through working with the City of Redmond to secure reduced land costs and/or in-lieu payments from adjacent properties
  - Confirm the unit count, unit mix and distribution over income levels and set-asides
  - Updated operating budget including, if any, HOA dues within the Master Plan
  - Demonstrated progress on incorporating a social investment component into the overall project financing
  - Project phasing plan including financing/cash flow plan to cover development expenses for each phase in the event project is developed in phases
  - Amount of parking required by the city for the overall site including the proposed housing and childcare, and as needed a proposal for managing parking
  - Including a non-profit operated childcare facility and explore opportunities for affordable childcare for residents
  - How the Agency will do local targeted marketing outreach to local businesses and community organizations
  - Construction cost estimates
5. Funds will be in the form of a deferred, contingent loan. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined during the review of the final application and prior to release of funds and must be approved by City or Administering Agency staff. The terms may also include a provision for the Agency to a deferment of a payment subject to approval by Administering Agency or City staff, if certain conditions are met (e.g. low cash flow due to unexpected costs). Any deferred payment would be repaid from future cash flow or at the end of the amortization period.
6. A covenant is recorded ensuring affordability for at least 50 years, with affordability for all income-restricted units at 60% or less and a mix of unit sizes. Affordability levels will be defined using the requirements for tax credits, and utility costs will be based on King County Housing Authority allowances, unless otherwise approved by Administering Agency or City staff.
7. Net developer fee shall not exceed ARCH schedule.
8. Imagine Housing shall submit for review and approval a management plan that includes types of services and programs that will be available for the residents, and how it integrates with the operation with the childcare facility. The plan shall also address how parking will be managed on an ongoing basis, and shall also include management procedures to address tenant needs; services provided for or required of tenants; management and operation of the premises; targeted outreach to community; a summary of ARCH's affordability requirements as well as annual monitoring procedure requirements.

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Standard Conditions:

1. The Applicant shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by city staff. If the Applicant is unable to adhere to the budgets, City or Administering Agency must be immediately notified and (a) new budget(s) shall be submitted by the Applicant for the City's approval. The City shall not unreasonably withhold its approval to (a) revised budget(s), so long as such new budget(s) does not materially adversely change the Project. This shall be a continuing obligation of the Applicant. Failure to adhere to the budgets, either original or as amended may result in withdrawal of the City's commitment of funds.
2. The Applicant shall submit evidence of funding commitments from all proposed public sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Applicant shall immediately notify City or Administering Agency, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to City or Administering Agency's review and approval.
3. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and Endangered Species Act (ESA) requirements. CDBG funds may not be used to repay (bridge) acquisition finance costs.
4. The Applicant shall maintain documentation of any necessary land use approvals and permits required by the city where the projects are located.
5. Submit monitoring reports quarterly through completion of the project, and annually thereafter. Submit a final budget upon project completion. If applicable, submit initial tenant information as required by City or Administering Agency.

**EXHIBIT B**

**ARCH HOUSING TRUST FUND (HTF) APPLICATIONS  
2016**

<b>Applicant</b>	<b>Funds Requested (Grant/Loan) / Recommendation</b>	<b>Housing Type/ # of units/ bdrms</b>	<b>Income Served</b>	<b>Project Location</b>	<b>Duration of benefit</b>	<b>Total cost per unit</b>	<b>HTF cost per affordable unit</b>	<b>Project completion</b>
Imagine Housing 30Bellevue	\$875,000 Loan 28 Section 8 vouchers  +Impact Fee waivers	Family rental housing  62 50% Homeless 20% Disabled (with 10 of those units overlapping with homeless)	31 @ 30% 16 @ 40% 15 @ 60%	3030 Bellevue Way NE Bellevue	50 Years	\$374,702/unit	\$14,113/unit	Summer 2018
Imagine Housing Esterra (Combined)	\$2,998,046 Loan 16 Section 8 vouchers  +Impact Fee Waivers +Possible MIFTE	Family rental Housing  220 20 homeless units	20 @ 30% 20 @ 50% 160 @ 60% 20 @ Mkt	156 <sup>th</sup> Ave NE @ NE 27 <sup>th</sup> St Redmond	50 years	\$295,650/unit	\$14,990/unit	Spring 2020

**EXHIBIT 2**

**ARCH HOUSING TRUST FUND, 2016**

**Leveraging Funds - -**

	Imagine Housing 30BelleVue	Imagine Housing Esterra (Combined)	TOTAL
Prior ARCH Commitment	\$442,571		\$442,571
New ARCH Request	\$432,429	\$2,998,046	\$3,430,475
<b>ARCH TOTAL</b>	<b>\$ 875,000</b>	<b>\$ 2,998,046</b>	<b>\$ 3,873,046</b>
King County			
Prior KC Commitment			
HOF/HOME/CDBG	\$1,813,533	\$4,300,000	\$6,113,533
2060/2163			
Veterans/Human Services			
TOD		\$7,800,000	
<b>KC TOTAL</b>	<b>\$ 1,813,533</b>	<b>\$ 12,100,000</b>	<b>\$ 13,913,533</b>
Prior WA Commitment			
WA HAP			
WA HTF	\$2,000,000		\$2,000,000
WA HFC (Equity Fund)			
WSHFC Washington Works			
<b>WA TOTAL</b>	<b>\$ 2,000,000</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>
Federal/HUD			\$0
Section 811			\$0
McKinney			\$0
Other (VA Per Diem)			\$0
<b>FEDERAL TOTAL</b>	<b>\$ -</b>	<b>\$ 0%</b>	<b>\$ -</b>
<b>Tax Credits</b>	<b>\$13,641,643</b>	<b>\$20,170,000</b>	<b>\$33,811,643</b>
<b>Prior Tax Credit Commitment</b>	<b>0%</b>	<b>31%</b>	<b>\$0</b>
<b>Other Prior</b>	<b>0%</b>	<b>0%</b>	<b>\$0</b>
<b>TCAP</b>	<b>0%</b>	<b>0%</b>	<b>\$0</b>
<b>Bonds</b>	<b>0%</b>	<b>0%</b>	<b>\$0</b>
<b>Bank Loans</b>	<b>\$4,800,000</b>	<b>\$21,555,647</b>	<b>\$26,355,647</b>
		<b>33%</b>	
<b>Deferred Developer Fee</b>	<b>\$100,000</b>	<b>\$2,519,125</b>	<b>\$2,619,125</b>
		<b>4%</b>	
<b>Private</b>	<b>0%</b>	<b>\$5,700,000</b>	<b>\$5,700,000</b>
		<b>9%</b>	
<b>Other</b>	<b>\$1,364</b>	<b>0%</b>	<b>\$1,364</b>
		<b>100%</b>	
<b>TOTAL COST</b>	<b>\$ 23,231,540</b>	<b>\$ 65,042,818</b>	<b>\$ 88,274,358</b>

**Exhibit 3**

**ECONOMIC SUMMARY: IMAGINE HOUSING / 30BELLEVUE**

1. Applicant/Description: New construction of 62 affordable rental units for households including up to 50% of units are for homeless/ and 20% for the disabled

2. Project Location: 3030 Bellevue Way NE, Bellevue

3. Financing Information:

<b>Funding Source</b>	<b>Funding Amount</b>	<b>Commitment</b>
ARCH	\$442,571	Awarded in 2015
	\$432,429	Applied for in 2016 (plus up to \$400K additional, contingency)
	\$140,120	Fee Waivers
King County	\$1,813,533	Awarded in 2016
Commerce Trust Fund	\$2,000,000	Awarded in 2016
Tax Credits	\$13,641,643	To be applied for in 2017
Private Debt	\$4,800,000	To be applied for in 2017
Deferred Developer Fee/GP Equity	\$101,364	Committed
<b>TOTAL</b>	<b>\$23,371,660</b>	

4. Development Budget:

<b>ITEM</b>	<b>TOTAL</b>	<b>PER UNIT</b>	<b>HTF</b>
Acquisition	\$2,324,000	\$37.484	\$392,571
Construction	\$16,366,444	\$263,975	\$111,630
Design	\$850,000	\$13,710	\$309,181
Consultants	\$275,521	\$4,444	\$38,885
Developer fee	\$1,183,550	\$19,090	
Finance costs	\$865,735	\$13,963	\$15,000
Reserves	\$433,640	\$6,994	
Permits/Fees/Other	\$1,072,770	\$17,303	7,733
<b>TOTAL</b>	<b>\$23,371,660</b>	<b>\$376,962</b>	<b>\$875,000</b>

5. Debt Service Coverage: Debt service payments will be finalized upon commitment. Basic terms will include a 50 year amortization, deferral of payments for a period of approx. 4 years, 1% interest, and ability to request a deferral of annual payment to preserve economic integrity of property.

6. Security for City Funds:

- A recorded covenant to ensure affordability and use for targeted population for 50 years.
- A promissory note secured by a deed of trust. The promissory note will require repayment of the loan amount upon non-compliance with any of the loan conditions.

7. Rental Subsidy: 28 Section 8 Vouchers (8 awarded in 2015; balance per King County)

## 2016 HOUSING TRUST FUND: PROPOSED FUNDING SOURCES

SOURCE	PROJECT		
	Imagine Housing 30Bellevue	Imagine Housing Esterra Park	TOTAL
<b>Request</b>	\$ 432,429	\$ 3,115,661	\$ 5,548,090
<b>CAB Recommendation</b>	\$ 832,429 (incl. \$400,000 contingency)	\$ 500,000	\$ 1,332,429
<b>Current Funding</b>			
Sub-Regional CDBG			\$ -
Bellevue			
CDBG			\$ -
General Fund	\$ 356,084	\$ 213,883	\$ 569,967
Clyde Hill			
General Fund	\$ 10,587	\$ 6,359	\$ 16,947
Hunts Point			
General Fund	\$ 1,627	\$ 977	\$ 2,605
Issaquah			
General Fund	\$ 49,907	\$ 29,977	\$ 79,883
Kenmore			
General Fund	\$ 40,163	\$ 24,124	\$ 64,287
Kirkland			
CDBG			\$ -
General Fund	\$ 276,594	\$ 166,137	\$ 442,731
Medina			
General Fund	\$ 8,412	\$ 5,053	\$ 13,465
Mercer Is.			
General Fund	\$ 16,211	\$ 9,737	\$ 25,948
Newcastle			
General Fund	\$ 4,789	\$ 2,877	\$ 7,666
Redmond			
CDBG			\$ -
General Fund	\$ 51,424	\$ 30,888	\$ 82,312
Sammamish			
General Fund	\$ 9,912	\$ 5,954	\$ 15,866
Woodinville			
General Fund	\$ 5,591	\$ 3,358	\$ 8,949
Yarrow Point			
General Fund	\$ 1,126	\$ 676	\$ 1,802
<b>TOTAL</b>	<b>\$ 832,429</b>	<b>\$ 500,000</b>	<b>\$ 1,332,429</b>

## EXHIBIT 5

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2015)**

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
<b>1. Family Housing</b>						
Andrews Heights Apartments	Bellevue	Imagine Housing	24	\$400,000		
Garden Grove Apartments	Bellevue	DASH	18	\$180,000		
Overlake Townhomes	Bellevue	Habitat of EKC	10	\$120,000		
Glendale Apartments	Bellevue	DASH	82	\$300,000		
Wildwood Apartments	Bellevue	DASH	36	\$270,000		
Somerset Gardens (Kona)	Bellevue	KC Housing Authority	198	\$700,000		
Pacific Inn	Bellevue *	Pacific Inn Assoc. *	118	\$600,000		
Eastwood Square	Bellevue	Park Villa LLC	48	\$600,000		
Chalet Apts	Bellevue	Imagine Housing	14	\$163,333		
Andrew's Glen	Bellevue	Imagine Housing	10 /11	\$387,500		
August Wilson Place	Bellevue ***	LIHI ***	45	\$800,000		
YWCA Family Apartments	Bellevue	YWCA	12	\$100,000		
30 Bellevue	Bellevue	Imagine Housing	52	\$354,056		
Parkway Apartments	Redmond	KC Housing Authority	41	\$100,000		
Habitat - Patterson	Redmond **	Habitat of EKC **	24	\$446,629		
Avon Villa Mobile Home Park	Redmond **	MHCP **	93	\$525,000		
Terrace Hills	Redmond	Imagine Housing	18	\$442,000		
Village at Overlake Station	Redmond **	KC Housing Authority **	308	\$1,645,375		
Summerwood	Redmond	DASH	166	\$1,187,265		
Coal Creek Terrace	Newcastle **	Habitat of EKC **	12	\$240,837		
RoseCrest (Talus)	Issaquah **	Imagine Housing **	40	\$918,846		
Mine Hill	Issaquah	Imagine Housing	28	\$450,000		
Clark Street	Issaquah	Imagine Housing	30	\$355,000		
Lauren Heights (Iss Highlands)	Issaquah **	Imagine Housing/SRI **	45	\$657,343		
Habitat Issaquah Highlands	Issaquah **	Habitat of EKC **	10	\$318,914		
Issaquah Family Village I	Issaquah **	YWCA **	87	\$4,382,584		
Issaquah Family Village II	Issaquah **	YWCA **	47	\$2,760,000		
Greenbrier Family Apts	Woodinville **	DASH **	50	\$286,892		
Crestline Apartments	Kirkland	Shelter Resources	22	\$195,000		
Plum Court	Kirkland	DASH	61 /66	\$1,000,000		
Francis Village	Kirkland	Imagine Housing	15	\$375,000		
Velocity	Kirkland **	Imagine Housing **	46	\$901,395		
Copper Lantern	Kenmore **	LIHI **	33	\$452,321		
Highland Gardens (Klahanie)	Sammamish	Imagine Housing	54	\$291,281		
Habitat Sammamish	Sammamish** ***	Habitat of KC ***	10	\$853,000		
REDI TOD Land Loan	Various	Various	100 est	\$500,000		
Homeowner Downpayment Loan	Various	KC/WSHFC/ARCH	87 est	\$615,000		
<b>SUB-TOTAL</b>			<b>2,094</b>	<b>\$24,874,572</b>		54.0% (56%)
<b>2. Senior Housing</b>						
Cambridge Court	Bellevue	Resurrection Housing	20	\$160,000		
Ashwood Court	Bellevue *	DASH/Shelter Resources *	50	\$1,070,000		
Evergreen Court (Assisted Living)	Bellevue	DASH/Shelter Resources	64 /84	\$2,480,000		
Bellevue Manor / Harris Manor	Bellevue / Redmond	KC Housing Authority	105	\$1,334,749		
Vasa Creek	Bellevue	Shelter Resources	50	\$190,000		
Riverside Landing	Bothell **	Shelter Resources	50	\$225,000		
Kirkland Plaza	Kirkland	Imagine Housing	24	\$610,000		
Athene (Totem 2)	Kirkland ***	Imagine Housing ***	73	\$880,000		
Heron Landing	Kenmore	DASH/Shelter Resources	50	\$65,000		
Ellsworth House Apts	Mercer Island	Imagine Housing	59	\$900,000		
Providence Senior Housing	Redmond **	Providence **	74	\$2,239,000		
Greenbrier Sr Apts	Woodinville **	DASH/Shelter Resources **	50	\$196,192		
<b>SUB-TOTAL</b>			<b>669</b>	<b>\$10,349,941</b>		22.4% (19%)

Exhibit 3

**FIGURE 1**  
**ARCH: EAST KING COUNTY TRUST FUND SUMMARY**  
**LIST OF CONTRACTED PROJECTS FUNDED (1993 - 2015)**

Project	Location	Owner	Units/Beds	Funding	Pct of Total Allocation	Distribution Target
<b>3. Homeless/Transitional Housing</b>						
Hopelink Place	Bellevue **	Hopelink **	20	\$500,000		
Chalet	Bellevue	Imagine Housing	4	\$46,667		
Kensington Square	Bellevue	Housing at Crossroads	6	\$250,000		
Andrew's Glen	Bellevue	Imagine Housing	30	\$1,162,500		
August Wilson Place	Bellevue ***	LIHI ***	12	\$200,000		
Sophia Place	Bellevue	Sophia Way	20	\$250,000		
30 Bellevue	Bellevue	Imagine Housing	13	\$88,514		
Men's Shelter	TBD	Congregation for Homeless (C	50	\$700,000		
Dixie Price Transitional Housing	Redmond	Hopelink	4	\$71,750		
Avondale Park	Redmond	Hopelink (EHA)	18	\$280,000		
Avondale Park Redevelopment	Redmond **	Hopelink (EHA) **	60	\$1,502,469		
Petter Court	Kirkland	KITH	4	\$100,000		
Francis Village	Kirkland	Imagine Housing	45	\$1,125,000		
Velocity	Kirkland ***	Imagine Housing ***	12	\$225,349		
Athene (Totem 2)	Kirkland ***	Imagine Housing	18	\$220,000		
Rose Crest (Talus)	Issaquah **	Imagine Housing **	10	\$229,712		
Lauren Heights (Iss Highlands)	Issaquah **	SRI **	5	\$73,038		
Issaquah Family Village I	Issaquah **	YWCA **	10	\$503,745		
<b>SUB-TOTAL</b>			<b>323</b>	<b>\$7,528,743</b>		16.3% (13%)
<b>4. Special Needs Housing</b>						
My Friends Place	K.C.	EDVP	6 Beds	\$65,000		
Stillwater	Redmond	Eastside Mental Health	19 Beds	\$187,787		
Foster Care Home	Kirkland	Friends of Youth	4 Beds	\$35,000		
FOY New Ground	Kirkland	Friends of Youth	6 Units	\$250,000		
DD Group Home 7	Kirkland	Community Living	5 Beds	\$100,000		
Youth Haven	Kirkland	Friends of Youth	10 Beds	\$332,133		
FOY Transitional Housing	Kirkland **	Friends of Youth **	10 Beds	\$252,624		
FOY Extended Foster Care	Kirkland **	Friends of Youth **	10 Beds	\$112,624		
DD Group Home 4	Redmond	Community Living	5 Beds	\$111,261		
DD Group Homes 5 & 6	Redmond/KC (Bothell)	Community Living	10 Beds	\$250,000		
United Cerebral Palsy	Bellevue/Redmond	UCP	9 Beds	\$25,000		
DD Group Home	Bellevue	Residence East	5 Beds	\$40,000		
AIDS Housing	Bellevue/Kirkland	AIDS Housing of WA	10 Units	\$130,000		
Harrington House	Bellevue	AHA/CCS	8 Beds	\$290,209		
DD Group Home 3	Bellevue	Community Living	5 Beds	\$21,000		
Parkview DD Condos III	Bellevue	Parkview	4	\$200,000		
IERR DD Home	Issaquah	IERR	6 Beds	\$50,209		
FFC DD Homes	NE KC	FFC	8 Beds	\$300,000		
Oxford House	Bothell	Oxford/Compass Ctr.	8 Beds	\$80,000		
Parkview DD Homes VI	Bothell/Bellevue	Parkview	6 Beds	\$150,000		
Parkview DD Homes XI	TBD	Parkview	3 Beds	\$200,800		
FFC DD Home II	Kirkland	FFC	4 Beds	\$168,737		
<b>SUB-TOTAL</b>			<b>161 Beds/Units</b>	<b>\$3,352,384</b>		7.3% (12%)
<b>TOTAL</b>			<b>3,247</b>	<b>\$46,105,640</b>		<b>100.0%</b>

\* Funded through Bellevue Downtown Program

10%

\*\* Also, includes in-kind contributions (e.g. land, fee waivers, infrastructure improvements)

\*\*\* Amount of Fee Waiver still to be finalized

# COUNCILMEMBER MALCHOW

FEBRUARY 21, 2017

COUNCIL REPORT

**2/16/2017:** Attended the Domestic Violence Initiative Regional Task Force meeting in Auburn, WA.

- DVI 2016 survey results were reported out (survey was done of 2016 task force members)
  - Survey was on attendance, helpfulness of topics presented, issues task force should work on in 2017, etc.
- Current projects on co-occurrence of DV, Mental Health, Chemical Dependency were reported
  - DV significantly increases risks for mental health impacts (like suicidal thoughts or attempted suicide) & chemical dependency (90% of women in drug treatment have experienced DV, for example)
  - Major initiatives include training & education (online courses), service delivery: trauma-informed practices & family law toolkits for survivors).
  - Tools & Resources can be found at [HERE](#)
  - Overlaps in the [MIDD](#) with DV (13a – DV and Mental Health Services, 14a – Sexual Assault & MH Services, 13b – Children’s DV response team, 13a/14a – Systems coordination).
  - <http://endgv.org/> for more resources/information
- A Legislative Review & update was presented
  - Legislative updates can be sent to you via: <http://www.kccadv.org/wscadv-legislative-update/>
  - [HB1501](#): Protecting law enforcement and the public from persons who illegally attempt to obtain firearms
  - [HB1163](#): Concerning domestic violence – repeat offenders
  - [SB5213](#): Concerning the award of fees for limited license legal technicians in certain domestic violence cases.
  - [HB1022](#): Enhancing crime victim participation in the criminal justice system process.
  - [SB5618](#): Concerning arrest of sixteen and seventeen year olds for domestic violence assault.
  - [HB1384](#): Concerning sexual assault protection orders.
  - [HB1543](#): Concerning parental rights and responsibilities of sexual assault perpetrators and survivors.
  - [HB1109](#): Supporting victims of sexual assault – create responses to cold cases or untested rape kits (funding is an issue with this bill)
  - [HB1155](#): Making felony sex offenses a crime that may be prosecuted at any time after its commission.

- Firearms process improvements update given
  - Among women who have been abused, the biggest risk factor for homicide is when an abuser has access to a gun
- Next DVI meeting will be May 18<sup>th</sup> in Kent, WA.

**Eastside Transportation Partnership (ETP)**  
**January 13, 2016**  
**Councilmember Odell**  
 Meeting Summary

<b>ETP Members Attending</b>	
Deputy Mayor Alan Van Ness - Kenmore (Chair) Mayor John Stokes – Bellevue Councilmember James McNeal – Bothell Councilmember Davina Duerr – Bothell Councilmember Bill Ramos - Issaquah Stephanie Pure – King County Deputy Mayor Jay Arnold – Kirkland Councilmember Jeanne Petterson – Newcastle Councilmember John Drescher – Newcastle Councilmember John Stilin – Redmond Councilmember Angela Birney - Redmond Councilmember Don Persson – Renton	Councilmember Tom Odell – Sammamish Councilmember Kathy Huckabay, Sammamish Mayor Bernie Talmas – Woodinville Councilmember Susan Boundy-Sanders – Woodinville Mayor Alex Marcos – Medina (Small Cities) Councilmember David Lee – Medina (Small Cities) Councilmember George Martin – Clyde Hill (Small Cities) Councilmember Amy Ockerlander – Duvall (SVGA) Dick Paylor (ETA) Brian Doennebrink – Community Transit Charlie Howard – Puget Sound Regional Council Charles Prestrud – WSDOT

**I. Public Comment**

- (Hablewitz) Described taking his injured cat to the vet and how tolls affected him after moving to Marysville. Asked the ETP to consider the impacts of tolls when considering their legislative agenda.

**II. Approval of the November and December meeting summaries** – The meeting summaries from the November and December ETP meetings were approved.

**III. Legislative Agenda** – Members of the ETP engaged in a discussion surrounding the short and long versions of the draft ETP Legislative Agenda. Several members said they could not vote on the final version until the draft agenda had been reviewed by their respective city councils. The use of the document was discussed in Olympia and it was suggested that the short version should be the primary document used when talking with legislators. The purpose of the ETP legislative agenda vs. individual cities legislative agendas was discussed and recognition that the ETP legislative agenda doesn't match cities agendas' but is meant to represent regional issues.

The issue as to whether the I-405 Master Plan included toll lanes was raised. There was some discussion as to whether or not the plan was amended to include toll lanes during the work of the I-405 Master Plan Executive Committee and final approval by the legislature.

Mayor Stokes made a motion to use the short version as the primary document for use in Olympia this session. The vote passed with 16 in favor including (Bellevue (1), Kirkland (1), Issaquah (1), Redmond (2), Renton (1), Kenmore (1), Sammamish (2), Woodinville (2), Small Cities (2), Snoqualmie Valley Governments Association (2), King County (1). The City of Newcastle abstained from voting.

**IV. Transportation Futures Presentation** – Ben Bakkenta from the Puget Sound Regional Council presented Staff member presented an update on the main finding of the recently convened Transportation Futures Task Force. The Task Force was comprised of **16 members** that included utility and business

leaders, former members of the U.S. Senate and House of Representatives, tribal representation and current elected officials including King County Executive Dow Constantine and Seattle Mayor Ed Murray.

The task force was assembled to address the **problem** that transportation system investments are not keeping with our rapidly growing needs and that traditional funding sources are no longer capable of maintaining or improving mobility in the region. The **charge** of the group was to provide recommendations for an equitable, sustainable and environmentally responsible transportation system. To do this the group took context (where the region is headed), tools available (what to consider) and analyzed various funding scenarios (deciding on options) for support of Washington's transportation system into the future.

Development of the **financial strategy** required reasonable financing assumptions to generate existing or new revenue sources expected over the life of the PSRC's Transportation T2040 Plan. At question was \$62.4B in funding assumed in the plan for 2014-2040 that relies on implementation of tolling and a mileage fee to replace the fuel tax. As of 2015, there is a \$36B revenue gap to fund the needs identified in T2040 after accounting for existing and new revenue authorities including Connecting WA, local initiatives and ST3.

**Challenges** were identified because the proposal to move from the gas tax to alternative transportation funding must rely on legislative action and both the legislature and public are resistant to tolling. The transition to a mileage fee is a big change, there are limited city / county revenue sources available and T2040 backloads in the 3<sup>rd</sup> decade putting the local investments last. **Assumptions** developed by the task force included the notion that growth will increase and change demand, that the region has an incomplete and fragile transportation system and that technology will help but isn't a silver bullet.

The task force considered a series and **combination of both short and long term revenue sources**. All combinations could fulfill the \$36B gap but with different impacts and costs. The task force learned that the greatest congestion benefits were from those funding tools that priced peak travel higher than off-peak.

**Results from a statewide poll** on transportation funding were released. Findings suggested: That a strong majority of Washingtonians prefer new transportation funds be used for a variety of projects (both roadway and transit). There was support for regions raising their own revenue as opposed to finding a statewide funding solution. More than 50% of those polled thought that both pay-per-mile (road usage charge) and tolling to be a bad idea.

The **Final Transportation Futures Report** recommended maximum use of existing authority, to establish a regional transportation authority, to achieve efficiencies, to investigate funding that pays for use (road usage charge) and to maintain flexibility in expenditures.

The WA Transportation Commission's pilot Road Usage Charge project and the PSRC's T2040 Finance Group were referenced as efforts underway that will further development of financial assumptions and work toward implementing an alternative to the fuel tax.

#### Questions & Discussion:

(Dreschler) Asked who authorized creation of the Transportation Futures Task Force and why there wasn't (elected official) representation from the eastside of King County. (Bakkenta) PSRC responded to an inquiry from King County in 2013 to consider tolling and funding. PSRC partnered with WSDOT and King County and used a federal grant to establish the task force as an independent body with a large consulting team. Kimberly Harris, CEO of Puget Sound Energy is an eastside business. Securing participation was based on availability and balance.

(Huckabay) Also expressed frustration that there wasn't eastside representation and spoke to the PSRC work on alternative funding associated with the T2040 update and their financial committee.

(Paylor) Observed that there was no representative from the I-405 corridor on the task force.

- V. King County Metro Transit Eastside Service Update** – Katie Chalmers and Jeff Lee from King County Metro provided an update on service hours on the eastside since passage of the King County budget. Metro has experienced the largest service change in Metro's history and is experiencing all time high ridership. Overcrowding has led to an increased number of trips. Priority 1 investments have increased service hours by 6,300 on routes 212, 216, 218, and 255. Priority 2 investments are being made to increase scheduled reliability and added 3,000 hours to eastside routes. More time was built into schedules for travel time associated with congestion and for operators to take comfort station breaks. An additional 2,000 hours was added for drivers to make trips to the bathroom so that the breaks won't affect schedules. Service hours were added to routes 111, 114, 255, 271, 312 and the Rapid Ride F Line. Priority 3 investments are being made in the Fall of 2017-18 and include an additional 25,000 hours on the eastside including additions to routes 240, 245, 269 and new Saturday and Sunday service.

Questions and Discussion:

(Boundy-Sanders) Asked about Route 311 in Woodinville and how it has been dropped because the driver does not arrive. Asked if this service expansion to overcrowding was a response to this issue. (Chalmers) Metro tries not to drop routes repeatedly. This past summer and early fall, Metro had issues in getting enough drivers. Metro is hiring rapidly to meet the demand for drivers so that cancellations are reduced.

**VI. Good of the Order**

- (Outgoing) Chair Alan Van Ness expressed his appreciation for working with members of the ETP and mentioned the second year of the ETP-sponsored Technology in Transportation Conference success. He discussed how long it took for ETP to consider the legislative agenda for this year and expressed his support for the document with small tweaks to improve it.
- Mayor Stokes gave outgoing Chair Van Ness a small token of appreciation and thanks from the ETP for his service.

**Other Attendees:**

Juan	Acithra (spelling?)	Transpo
Hannah	Britt	WSDOT – I-405
Anne	Broache	WSDOT – I-405
Katie	Chalmers	King County Metro
Peter	Dane	Redmond
David	Hablewitz	Stop 405 Tolls.org
Jeff	Lee	King County Metro
Erin	Leonhart	Bothell
Kate	March	Bellevue
Allena	Marshak	Sound Cities Association
Susan	Oxholm	King County
Stephen	Padua	Kirkland
Bill	Popp	WM Popp Associates
Ariel	Taylor	King County Council



## **Committee Reports of Don Gerend for February 21, 2017**

### **February 7, 2017 North End Mayors Meeting**

Sammamish hosted the meeting at Sahalee CC. About 10 present including various mayors, Lyman, Deanna Dawson from SCA, Representative DelBene's staff person and Diane Carlson from King County. There was discussion about State legislative issues of interest to cities and counties, such as the 1% property tax cap and the bills addressing abuses of the Public Records Act. Several members were heading to Olympia to testify on hearings related to these topics. King County is coming to the cities for programs related to regional roads, open space preservation and a possible 0.1% sales tax increase for arts. I reported on SR 202 corridor study need as well as I-90 project time schedules. David Baker of Kenmore talked about their huge Lakepoint project (some 2,000+ units and commercial which Ben Yazici is helping them as a consultant); Kenmore has no height limit in this area, but flight corridors for Kenmore Air are a consideration.

### **February 9, 2017 PSRC Finance Working Group**

This monthly meeting of the Group began the discussion of possible new sources of transportation revenues to be considered in the update of the Transportation 2040 plan next year. PSRC staff person Ben Bakkenta reported on the recommendations of the Transportation Futures task Force (see website [www.thefuturestaskforce.org](http://www.thefuturestaskforce.org) for details). One of the recommendations was for a Road Usage Charge to replace the gas tax. This Finance Working Group will continue reviewing revenue sources and make recommendations later this year to the PSRC Transportation Policy Board to be used in the update of T-2040.

### **February 14, 2017 AWC Board Nominating Committee Meeting**

The Nominating Committee (of which I am once again Chair) met in the morning to work on the procedures to be used for nominating candidates for AWC Board openings in June. This year the odd number districts are up for election. This includes the District 7 in which Sammamish resides (currently represented by Will Hall of Shoreline) and At-Large 1 which represents cities larger than 5,000 West of the Cascades (currently represented by Kent Keel, Mayor Pro tem from University Place). I don't know at this time if either or both of these incumbents plan to go for another term (AWC doesn't have term limits), but Sammamish councilmembers are eligible for either of these positions. Board of Directors Application are due by March 24<sup>th</sup> (you should be getting a notice from the Nominating Committee about this opportunity to apply for the Board). For additional background on the AWC Board of Directors visit the website at [www.awcnet.org](http://www.awcnet.org).

### **February 14, 2017 AWC Board Meeting**

The afternoon of February 14<sup>th</sup> was devoted to the AWC Board meeting. We had two legislative guest speakers, House Democratic leader Larry Springer and Senate Majority Leader Mark Schoesler. Both members spoke about the difficulty in meeting the McCleary decision obligations. Springer spoke of the need for \$2 to \$3.5 billion more, mostly for teacher compensation. Democrats feel there is a need for new revenues, such as capital gains tax or a carbon tax (the Governor's choice). Both think a Public Records Act bill will pass, improving the situation somewhat for cities. Another guest was Eric Johnson from the Washington State Association of Counties who listed the legislative priorities of the counties; 1. Property tax cap adjusted for inflation and population growth, 2. Public Records Act reform, 3. Adequate support for indigent defense. Also, availability of water in rural areas and amendments to the

Growth Management Act are areas of concern for counties. AWC lobbyists spoke with us about the status of bills of interest to cities.

### **February 15, 2017 Strong Cities Committee meeting**

With about 20 participants, this committee discussed a couple of pilot projects in which AWC has been working with cities to encourage regional action agendas. One was the City of Longview, etc. in Cowlitz County and the other was Cities in Eastern Washington around Airway Heights and Cheney. We also talked about the challenges to cities navigating social media and retention issues. AWC has posted some short videos on various topics (with the voice of Glen Johnson, the WSU Cougar announcer). Policy analyst Logan Bahr introduced a desire to form a focus group to filter advocacy projects that might be worthy of AWC staff to wrestle with; I volunteered to be on the group.

### **February 15, 2017 Large City Advisory Committee**

This committee had representation from about a dozen of the large cities in Washington (Seattle, Renton, Spokane Valley, Everett, Bellevue, Yakima, Vancouver, Olympia, Shoreline, Lakewood, Kennewick and Sammamish) and AWC staff and city lobbyists. A report was given on the results of a task force on local business tax and licensing simplification (HB 2005 and SB 5777 which AWC prefers). HB 1797 moved out of committee (allows REET to be used for homelessness). 0.1% sales tax authority to be made councilmanic in King County and cities in KC is in play (this would be a half million or so per year authority for Sammamish). Efforts to eliminate the sunset or extend the sunset on document recording fee on real estate transactions that is dedicated for homelessness. Paul Roberts of Everett said there are efforts to resolve the liability issue related to condos that is suppressing the construction of new condos. The small antenna siting bill being pushed by Comcast, etc. is very preemptive of local authority and AWC is lobbying against it; HB 1921/ SB 5711 looking to get ahead of 5G coming in around 2020. This is also being pushed in some 30 other states by industry, as well as in D.C. under the new FCC chairman. AWC points out that a Master lease Agreement is being worked on by Ogden Murphy Wallace with about 26 cities on board [is sammamish in this group?]. Also brought up is the Age Friendly Cities program of AARP which Puyallup and Seattle are participating in. In my totally unbiased opinion, perhaps Sammamish should check into this program.

## **AWC City Action Days Feb. 15/16, 2017: Gerend, Keller, Valderrama**

We attended the various panels and speeches arranged by AWC, including the Governor's luncheon speech on Wednesday. We also visited on Wednesday with 5<sup>th</sup> District Senator Mark Mullet. We presented the Sammamish legislative agenda to him and he told us about his thoughts regarding the McCleary issue and funding thereof. His proposal would have the State replacing local levy dollars and doing a State version of the internet taxation program, similar to what South Dakota has done and is in federal court. Meanwhile, the Democrats and Republicans are wrestling with different versions of solving the McCleary Decision issue.

Wednesday evening we had an opportunity to discuss issues over dinner with many legislators from Eastside districts. We discussed the park levy issue with Representative Larry Springer there. On Thursday we discussed this with Kirkland councilmembers and Kirkland said that they would work with us on our proposed amendment aiming for a change in the legislation next year.

On Thursday we listened to panels of legislators at the tent set up by AWC on the Capitol grounds and then visited more legislators. Representative Roger Goodman from the 45<sup>th</sup>, Senator Dino Rossi from the 45<sup>th</sup>, Representative Tana Senn from the 41<sup>st</sup>, Representatives Paul Graves and Jay Rodne from the 5<sup>th</sup>, and Senator Lisa Wellman from the 41<sup>st</sup>. Our main emphasis was for a corridor study along SR 202 as well as support for moving up the schedule on projects along I-90, including the interchange at SR-18 and I-90.

The Democrats with a narrow control of the House and the Republicans with a narrow control of the Senate continue to play games with city revenues. Senator Rivers (R), for example, was asked if the Municipal Research Service Center funding would be in the Senate proposed budget and she just frankly said no, that it will be a draconian budget to counter the pie in the sky budget brought forth by the Governor. Not a good attitude towards passing the biennial budget, playing negotiating games with issues that they know won't end up happening; at least we hope they won't cut the MRSC funds.

The Legislative Committee concluded that it would make sense to return to Olympia near the end of the session (or extended sessions) to work on pushing our long term agenda items.

Below is from the AWC online library of Legislative Bulletin and CityVoice which summarizes main issues brought up at the Conference

PUBLISHED ON FRIDAY, FEBRUARY 17, 2017

## What 350+ city officials heard in Olympia

During gatherings both on and off the Capitol campus, officials from 114 cities and towns heard some promising and not so promising news. Governor Inslee and numerous legislators from both parties and chambers shared their perspectives on what they consider key issues and their views on AWC's priorities. The conversations were cordial, respectful, and frank.



There was general consensus that:

- Little, if anything, gets settled unless they can reach agreement on adequately funding K-12 education;

- Efforts to modernize the Public Records Act are headed in the right direction and as negotiations continue, legislation should keep moving forward;
- Finding new ways to help fund local infrastructure remains critically important, but how to fund it continues to be a problem;
- More housing is needed for a growing population and in particular, for those on our streets;
- Mental health services need better focus and more funding; and
- Elected officials at the local level are best situated to address local needs, but not all the right tools and resources are available to do so.



Less promising was any sense that the Governor and majorities in the House and Senate are close to agreement on key operating and capital budget decisions. Getting to an agreement is these key to making many of the other decisions noted above.

Now at the beginning of the 7<sup>th</sup> week of a 15-week session, it's not abnormal for leaders to establish starting positions on how much revenue is needed and for what. While the Governor was first out with a budget in late 2016 (as required by law), it's now the Senate's turn to release their budget. They are now

constructing proposed operating and capital budgets that are unlikely to come out before the next scheduled state revenue forecast on March 16.

Attendees at our City Action Days clearly heard that the Senate budget is unlikely to include any new revenue while proposing cuts to city-shared revenues and services. Leadership in the House majority shared that their budget ideas require new revenues and most likely won't include cuts to revenues and services that cities support and rely on. Where this all ends up by session's end is unclear.

What is clear is that, on the policy front, many of the issues AWC is working on are moving along. Having 350+ officials in town meeting and talking about these issues with their legislators was extremely helpful and much appreciated. It's also clear that continuing to advocate not only for policy bills, but for what's needed in the budgets to keep cities strong, is something only a strong chorus of voices from home can help us achieve.

Check out and download the full photo recap of the event [here](#).

**From:** [Bob Keller](#)  
**To:** [Melonie Anderson](#)  
**Cc:** [Don Gerend](#); [Ramiro Valderrama-Aramayo](#)  
**Subject:** FW: Legislative Committee Report of City Action Days  
**Date:** Tuesday, February 21, 2017 2:49:27 PM  
**Attachments:** [AWC City Action Days 2017.docx](#)

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Keller Addition to Mayors Action Days Report

Public Records Requests

The subject of unreasonable and costly Public Records Requests were mentioned at almost every session throughout the two days.

For reference

HB 1594 – Improving Public Records Administration

HB 1595 – Concerning costs associated with responding to public records requests

During Legislator Presentations Rep Terry Nealey discussed a current bill.

SB 5710

Allows a maximum penalty of five thousand dollars if the court determines that an agency acted in good faith in denying a person the right to inspect or copy a record or the right to receive a response to a public record request within a reasonable amount of time.

Transportation

Rep Judy Clibborn discussed last year's transportation package. It approved \$16 billion in projects out of \$80 billion identified. She emphasized that a considerable amount of work is being done in engineering and scoping but these projects take many years to complete and there is still more to do. We were encouraged by her comments that secondary roads (Hopefully SR 202) need correction due to growth.

A point of interest

During a break between legislative appointments the Legislative Committee had an ad hoc discussion with Yvonne Kraus, Executive Director Evergreen Mountain Bike Alliance. Yvonne was involved with building 3 Mountain Bike "Pump Parks" in Duthie Hill Park with several more being built in our region. She provided video of a park in Leavenworth Washington that may have a fit for Sammamish. More later.

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**From:** Don Gerend  
**Sent:** Tuesday, February 21, 2017 9:34 AM  
**To:** Melonie Anderson <[manderson@sammamish.us](mailto:manderson@sammamish.us)>  
**Cc:** Bob Keller <[BKeller@sammamish.us](mailto:BKeller@sammamish.us)>  
**Subject:** FW: Legislative Committee Report of City Action Days





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February 16, 2017

Dear Senator Rossi,

In addition to supporting the overall priorities outlined by the Eastside Transportation Partnership (ETP), the cities of Sammamish and Issaquah would like to make two urgent requests:

- 1 - Please support a corridor study for SR 202, a vital but constricted pathway that carries all traffic leaving and entering Sammamish's northern city limits.**
  
- 2 – Please support the North Issaquah Roadway Improvement at 12<sup>th</sup> Avenue/SR 900, and the improvements to the I-90/SR 18 junction.**

As you know, the 62,000 residents of Sammamish face regional choke points at both the northern and southern tips of the city. And Issaquah, in its role as a commercial and transportation crossroads, accommodates massive flows of local and regional traffic.

Although both cities are investing heavily in transportation, your support for these projects is critical. Both communities are growing quickly, doing more than their part to accommodate the requirements of the GMA, and we believe strongly that state funding for these and other nearby projects will benefit not only our residents but the broader regional economy.

Thank you for your time and consideration. We look forward to answering any questions you may have regarding our two requests.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Gerend".

Mayor Don Gerend  
City of Sammamish

A handwritten signature in black ink, appearing to read "Fred Butler".

Mayor Fred Butler  
City of Issaquah

### Sammamish Area State Routes

— State Route / Interstate



0 0.5 1 2  
Miles

Redmond

520

Bellevue

Lake  
Sammamish

Sammamish

202

Carnation

Issaquah

90

Snoqualmie

900

18