



AGENDA

City Council Regular Meeting

6:30 PM - Tuesday, July 16, 2019

City Hall Council Chambers, Sammamish, WA

Page		Estimated Time
	CALL TO ORDER	6:30 pm
	ROLL CALL	
	PLEDGE OF ALLEGIANCE	
	APPROVAL OF AGENDA	
	PUBLIC COMMENT	6:35 pm
	<p>Note: <i>This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at manderson@sammamish.us. Please be aware that Council meetings are videotaped and available to the public.</i></p>	
	CONSENT CALENDAR	7:05 pm
	1. Payroll: For the Period Ending June 30, 2019 For a Pay Date of July 5, 2019 in the Amount of \$502,592.94	
4 - 9	2. Approval: Claims For Period Ending July 16, 2019 In The Amount Of \$1,889,544.04 For Check No. 54432 Through 54547 View Agenda Item	
10 - 42	3. Resolution: approving the Final Plat for Astera Subdivision (FKA Cedar Hill), FSUB2019-00298 View Agenda Item	
43 - 46	4. Resolution: Approving The 2019 Comprehensive Solid Waste Management Plan for The King County Solid Waste System	

- [View Agenda Item](#)
- 47 - 53 5. **Resolution:** Authorizing Application for Funding Assistance For A Washington State Recreation And Conservation Office (RCO), Brian Abbot Fish Barrier Removal Board Grant For The George Davis Creek Fish Passage Project.
[View Agenda Item](#)
- 54 - 60 6. **Resolution:** Authorizing Application for Funding Assistance For A Washington State Recreation And Conservation Office (RCO), Brian Abbot Fish Barrier Removal Board Grant For The Ebright Creek Fish Passage Project.
[View Agenda Item](#)
- 61 - 65 7. **Resolution:** Final Acceptance of 2018 Pavement Program - Overlay
[View Agenda Item](#)
- 66 - 68 8. **Authorization Bid Award:** Beaton Hill Park - House Demolition Authorization
[View Agenda Item](#)
- 69 - 72 9. **Authorization Bid Award:** Beaver Lake Maintenance Shop Roof Replacement Project
[View Agenda Item](#)
- 73 - 83 10. **Approval Bid Award:** Neighborhood Ditch and Drainage Maintenance / Swofford Excavating
[View Agenda Item](#)
- 84 - 86 11. **Approval:** Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services/ David Evans & Associates, Inc
[View Agenda Item](#)
- 87 - 95 12. **Approval:** Inter-Agency Agreement with City of Issaquah for Laughing Jacobs Basin Plan
[View Agenda Item](#)
- 96 - 106 13. **Contract Approval:** 2019-2021 Mobile Automotive Repair
[View Agenda Item](#)
- 107 - 137 14. **Approval:** Purchase of a pre-fabricated restroom building for Big Rock Park - Site B
[View Agenda Item](#)
- 138 - 144 15. **Approval:** Minutes for the June 18, 2019 Regular Meeting
[View Agenda Item](#)
- 145 - 148 16. **Approval:** Minutes for the July 2, 2019 Regular Meeting
[View Agenda Item](#)
- 149 - 151 17. **Approval:** Minutes for the July 9, 2019 Special Meeting
[View Agenda Item](#)

PRESENTATIONS / PROCLAMATIONS

7:10 pm

18. **Presentation:** Police Life Saver Awards

PUBLIC HEARINGS

UNFINISHED BUSINESS

7:25 pm

- 152 - 188 19. **Discussion:** SE 8th St - 218th Ave SE Corridor Preliminary Analysis Preliminary Design Contract/ Perteet Inc.
[View Agenda Item](#)
- 189 - 205 20. **Discussion:** 2020-2025 Transportation Improvement Plan and Funding Options
[View Agenda Item](#)

NEW BUSINESS

COUNCIL REPORTS/ CITY MANAGER REPORT

8:45 pm

- 206 - 207 21. **Report:** Mayor Christie Malchow
[View Agenda Item](#)
- 208 22. **Report:** Rick Rudometkin, City Manager
[View Agenda Item](#)

EXECUTIVE SESSION – IF NECESSARY

ADJOURNMENT

10:00 pm

LONG TERM CALENDAR

- 209 [View Calendar](#)

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.



MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: July 10th, 2019

Re: Claims for July 16th, 2019

..0..

35,155.31	+
46,856.76	+
378,132.39	+
1,429,399.58	+
1,889,544.04	*

	\$ 35,155.31
	\$ 46,856.76
	\$ 378,132.39
	\$ 1,429,399.58
Check #54432-54547	\$ 1,889,544.04

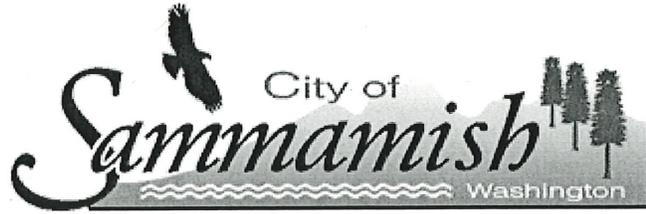
Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Eastside Fire & Rescue	\$ 648,144.08	July contribution
Marshbank	\$ 276,587.08	SE 4th St improvements
AWC	\$ 171,021.16	Employee benefits
Lake Washington School District	\$ 73,764.00	Impact fees
ICMA401	\$ 60,037.00	Employee benefits
Best Parking Lot	\$ 55,740.03	Street sweeping
StoneShare Corp	\$ 45,000.00	Sharepoint project
US Bank Corp Payment System	\$ 44,518.27	Credit card statement
Issaquah School District	\$ 38,190.00	Impact fees
Patriot Maintenance	\$ 37,754.81	Janitorial services

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 6/28/2019 - 10:34 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
54432	06/28/2019	AWCCOBRA	Association of WA Cities	1,683.04	54,432
54433	06/28/2019	DRIFTMIE	Driftmier Architects, P.S.	1,452.33	54,433
54434	06/28/2019	HOLLYWOO	Hollywood Lights Inc (SEA)	6,016.45	54,434
54435	06/28/2019	LIVESOU	Live Sound & Stage LLC	4,549.08	54,435
54436	06/28/2019	SAM	Sammamish Plateau Water Sewer	17,754.41	54,436
54437	06/28/2019	SWAY	Sway Band LLC	2,500.00	54,437
54438	06/28/2019	TURNERTI	Tim Turner	1,200.00	54,438
Check Total:				35,155.31	

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 7/3/2019 - 3:10 PM

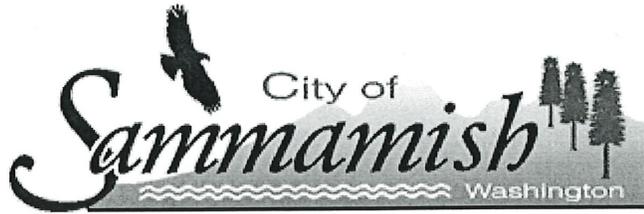


Check	Date	Vendor No	Vendor Name	Amount	Voucher
54439	07/03/2019	MICROSOFT	Microsoft	1,337.49	54,439
54440	07/03/2019	PLPIZZA	Andrew Salmeri	1,001.00	54,440
54441	07/03/2019	US BANK	U. S. Bank Corp Payment System	44,518.27	54,441
				46,856.76	
Check Total:					

Accounts Payable

Check Register Totals Only

User: tcartmel
 Printed: 7/5/2019 - 2:45 PM

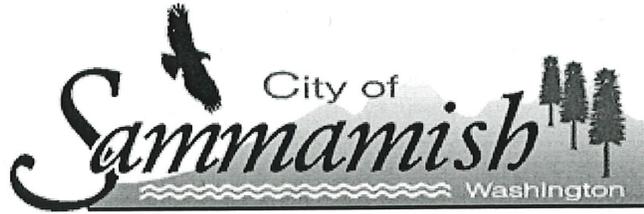


Check	Date	Vendor No	Vendor Name	Amount	Voucher
54442	07/05/2019	AWCLIF	Association of Washington Cities	89.50	54,442
54443	07/05/2019	AWCMED	AWC Employee BenefitsTrust	171,021.16	54,443
54444	07/05/2019	CASDU	Caifornia State Disbursement Unit	663.50	54,444
54445	07/05/2019	CENTURY	CenturyLink	203.10	54,445
54446	07/05/2019	COMCAST2	Comcast	368.91	54,446
54447	07/05/2019	EPIC	Epic Events & Promotion, Inc	3,960.00	54,447
54448	07/05/2019	FUNRENT	Festival Rentals LLC	4,063.40	54,448
54449	07/05/2019	ICMA401	ICMA 401	60,037.00	54,449
54450	07/05/2019	ICMA457	ICMA457	20,860.00	54,450
54451	07/05/2019	ISD	Issaquah School District	38,190.00	54,451
54452	07/05/2019	KINGPET	King County Pet Licenses	110.00	54,452
54453	07/05/2019	LWSD	Lake Washington School Dist	73,764.00	54,453
54454	07/05/2019	LEGALSHI	Legal Shield	57.80	54,454
54455	07/05/2019	LIVESOU	Live Sound & Stage LLC	1,045.00	54,455
54456	07/05/2019	NAVIA	Navia Benefits Solution	1,983.85	54,456
54457	07/05/2019	TRIBUTE	Tribute Kings GA LLC	1,500.00	54,457
54458	07/05/2019	WASUPPOR	Wa State Support Registry	215.17	54,458
Check Total:				378,132.39	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
54459	07/16/2019	AAKAVS	Aakavs Consulting	11,962.50	54,459
54460	07/16/2019	AGARWAL	Manish Agarwal	500.00	54,460
54461	07/16/2019	AHBL	AHBL Inc	3,302.50	54,461
54462	07/16/2019	ALLANEDD	Eddie Allan	341.10	54,462
54463	07/16/2019	ALTATERR	AltaTerra Consulting LLC	1,284.92	54,463
54464	07/16/2019	ALTUS	Altus Traffic Management	4,964.68	54,464
54465	07/16/2019	APPLIEDC	Applied Concepts, Inc	159.50	54,465
54466	07/16/2019	ARCHIVES	ArchiveSocial Inc	4,788.00	54,466
54467	07/16/2019	ATWORK	At Work!	23,329.63	54,467
54468	07/16/2019	AUTODOC	Auto Doctor	5,452.11	54,468
54469	07/16/2019	AUTOZONE	Auto Zone	28.58	54,469
54470	07/16/2019	BANNER	Banner Bank	12,459.10	54,470
54471	07/16/2019	best	Best Parking Lot Cleaning, Inc	55,740.03	54,471
54472	07/16/2019	BYRONJES	Jessie Byron	500.00	54,472
54473	07/16/2019	CABDOW	Cabot Dow Associates	247.50	54,473
54474	07/16/2019	CALPORT	CalPortland Company	2,619.64	54,474
54475	07/16/2019	CDW	CDW Govt Inc	1,772.86	54,475
54476	07/16/2019	ISSCITY	City Of Issaquah	2,721.00	54,476
54477	07/16/2019	CONNOLLY	Kimberly Christine Connolly	658.90	54,477
54478	07/16/2019	CORT	Cort Party Rental	2,909.83	54,478
54479	07/16/2019	DAILY	Daily Journal of Commerce	344.40	54,479
54480	07/16/2019	EVANS	David Evans & Associates, Inc	10,242.69	54,480
54481	07/16/2019	L&IBOIL	Dept of Labor & Industries	72.69	54,481
54482	07/16/2019	EASTFIRE	Eastside Fire & Rescue	648,144.08	54,482
54483	07/16/2019	EASTSIDE	Eastside Panthers Youth Rugby Club	250.00	54,483
54484	07/16/2019	EDSAFETY	Educational Safety LLC	12,000.00	54,484
54485	07/16/2019	ESA	ESA	3,414.60	54,485
54486	07/16/2019	EVERETTS	Everett Steel, Inc	62.89	54,486
54487	07/16/2019	FASTENAL	Fastenal Industrial Supplies	1,755.50	54,487
54488	07/16/2019	FAST-ISS	FASTSIGNS	534.00	54,488
54489	07/16/2019	FCS	FCS Group Inc.	7,872.05	54,489
54490	07/16/2019	FEDERICI	Nick Federici	2,000.00	54,490
54491	07/16/2019	FEHRPEER	Fehr & Peers	34,385.66	54,491
54492	07/16/2019	GRAFFALY	Alyson Graff	500.00	54,492
54493	07/16/2019	GRAYCHAP	Chapin Gray	500.00	54,493
54494	07/16/2019	HALELISA	Lisa Hale	500.00	54,494
54495	07/16/2019	HARDEMIL	Emilie Hard	500.00	54,495
54496	07/16/2019	HARRISAS	Harris & Associates, Inc.	1,396.56	54,496
54497	07/16/2019	JOHNJEAN	Jean Johnson	437.80	54,497
54498	07/16/2019	KENYON2	Kenyon Disend PLLC	32,987.99	54,498
54499	07/16/2019	KINGFI	King County Finance A/R	4,874.01	54,499
54500	07/16/2019	KIRKCARE	Kirkland Land Care	24,185.76	54,500
54501	07/16/2019	LAKESIDE	Lakeside Industries	169.40	54,501
54502	07/16/2019	LEYTON	Kimberly Leyton	933.00	54,502
54503	07/16/2019	LongBAY	Long Bay Enterprises, Inc	1,443.75	54,503
54504	07/16/2019	MARSHBAN	Marshbank Construction	276,587.08	54,504
54505	07/16/2019	MINUTE	Minuteman Press	586.87	54,505
54506	07/16/2019	MOBERLY	Lynn Moberly	11,652.00	54,506
54507	07/16/2019	MORUP	Morup Signs Inc	1,070.00	54,507
54508	07/16/2019	NUVELOCI	Nuvelocity	2,365.00	54,508

Check	Date	Vendor No	Vendor Name	Amount	Voucher
54509	07/16/2019	Pac-Van	Pac-Van	3,135.00	54,509
54510	07/16/2019	PACAIR	Pacific Air Control, Inc	2,665.30	54,510
54511	07/16/2019	PATRIOT	Patriot Maintenance Inc	37,754.81	54,511
54512	07/16/2019	PLOGMEGA	Megan Plog	500.00	54,512
54513	07/16/2019	POSTONJA	Jared Poston	250.00	54,513
54514	07/16/2019	PYRONLIS	Lisa Pyron	500.00	54,514
54515	07/16/2019	RIGHT	Right! Systems Inc.	15,801.61	54,515
54516	07/16/2019	HALF	Robert Half	1,292.00	54,516
54517	07/16/2019	ROKOMITI	Mitieli Roko	500.00	54,517
54518	07/16/2019	SAFEBUIL	Safebuilt Washington LLC	1,935.00	54,518
54519	07/16/2019	SAMHERIT	Sammamish Heritage Society	1,250.00	54,519
54520	07/16/2019	SEATIM	Seattle Times	1,309.77	54,520
54521	07/16/2019	SEQUOYAH	Sequoyah Electric, LLC	371.32	54,521
54522	07/16/2019	SHARMASH	Sheena Sharma	55.00	54,522
54523	07/16/2019	SHERWIN	Sherwin-Williams Co Store 8189	548.30	54,523
54524	07/16/2019	SIGNARAM	Signarama-Redmond	832.67	54,524
54525	07/16/2019	SMITHSTE	Steven Smith	59.00	54,525
54526	07/16/2019	SNYDER	Snyder Roofing of WA LLC	939.58	54,526
54527	07/16/2019	SOUNDPUB	Sound Publishing, Inc	995.00	54,527
54528	07/16/2019	SPENNER	Elizabeth Spenner	230.00	54,528
54529	07/16/2019	SPRAGUE	Sprague Pest Solutions	132.00	54,529
54530	07/16/2019	STANTEC	Stantec Consulting Services	13,445.23	54,530
54531	07/16/2019	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	54,531
54532	07/16/2019	STODDARD	Susan Stoddard	44.00	54,532
54533	07/16/2019	STONESHA	StoneShare Corp	45,000.00	54,533
54534	07/16/2019	SUNBELT	Sunbelt Rentals	1,049.70	54,534
54535	07/16/2019	WATERSH	The Watershed Company	5,206.33	54,535
54536	07/16/2019	THOMASJE	Jeff Thomas	302.68	54,536
54537	07/16/2019	TREESOLU	Tree Solutions Inc	1,869.25	54,537
54538	07/16/2019	TRI-TEC	Tri-Tec Communications, Inc	178.20	54,538
54539	07/16/2019	UTILITIE	Utilities Underground Location Ctr	664.35	54,539
54540	07/16/2019	WABO1	Wa Assoc of Bldg Officials	150.00	54,540
54541	07/16/2019	WNPS	Wa Native Plant Society	9,747.00	54,541
54542	07/16/2019	WAECOL	Wa State Dept of Ecology	29,109.00	54,542
54543	07/16/2019	WATSONSE	Watson Security	190.34	54,543
54544	07/16/2019	WOLVERIN	Wolverine West, LLC	28,000.00	54,544
54545	07/16/2019	WORLDCLA	World Class Athletic Surfaces	813.00	54,545
54546	07/16/2019	ZEE	Zee Medical Service	66.68	54,546
54547	07/16/2019	ZUMAR	Zumar Industries, Inc.	695.30	54,547
Check Total:				1,429,399.58	

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	A Resolution approving the Final Plat for Astera Subdivision (FKA Cedar Hill), FSUB2019-00298		
DATE SUBMITTED:	July 10, 2019		
DEPARTMENT:	Community Development		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve Resolution		
EXHIBITS:	1. Exhibit 1 - Resolution 2. Exhibit 2 - Hearing Examiner Decision 3. Exhibit 3 - Condition Matrix 4. Exhibit 4 - Map of Final Plat 5. Exhibit 5 - Vicinity Map		
BUDGET:			
Total dollar amount		<input type="checkbox"/> Approved in budget	
Fund(s)		<input type="checkbox"/> Budget reallocation required	
		<input checked="" type="checkbox"/> No budgetary impact	
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:
A Resolution approving the Final Plat for Astera Subdivision (FKA Cedar Hill), FSUB2019-00298

KEY FACTS AND INFORMATION SUMMARY:
Summary Statement:
 The developer of Astera Subdivision (FKA Cedar Hill) is seeking to record the Final Plat, which will create 25 proposed single-family residential lots. Astera Subdivision was created from three (3) existing tax parcels totaling approximately 9.09 acres zoned residential, four (4) units per acre (R-4).

Background:

The Astera Preliminary Subdivision, PSUB2015-00264, was reviewed and granted preliminary approval by the Hearing Examiner on September 20, 2016 (Exhibit 2). The subject property is located on the west side of 244th Avenue NE, opposite the NE 24th Street intersection. The King County Assessor's parcel numbers associated with this project are: 2225069028, 2725069072, and 2725069140.

This preliminary subdivision application vested to the City of Sammamish Municipal Code in effect on October 29, 2015. The City has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under site development permit SDP2016-03810. The improvements have been substantially completed and inspected or bonded for as detailed below.

TreeRetention:

The preliminary subdivision application is vested to the tree rules adopted under Ordinance No. O2015-395 that were effective on October 14, 2015 (current tree regulations codified under SMC 21A.37) and was required to meet two tree retention rates. Trees located within stream and wetland buffers associated with off-site stream and wetland critical areas required 100% retention. The remaining area unconstrained by critical areas buffers required 35% retention. At the time of project design, a total of 93 significant trees were located within critical areas buffers and a total of 449 significant trees were located within area unconstrained by buffers requiring the retention of 93 trees within critical areas buffers and 157 trees outside of areas constrained by critical areas buffers. The calculation method used as part of the preliminary subdivision approval in September of 2016 and subsequently with the site development construction permit issued in July of 2017 utilized tree retention incentives in accordance with SMC 21A.37.270(4). Under the approved design, each retained tree counted as one, plus any applicable bonus incentive added on top of the retained number (e.g. one landmark tree under SMC 21A.37.270(4)(a)(i) is counted as three trees retained). This calculation method was incorrect and is not consistent with SMC 21A.37.270(4). Under the approved preliminary subdivision, 109 trees were proposed for retention outside of buffers of which 46 qualified for retention incentive credits under SMC 21A.37.270(4) totaling 77.75 towards the retention calculation for a total of 123.75 (46 + 77.75) retention credits, and 63 trees did not qualify for retention incentives totaling 63 towards the retention calculation. Therefore, the total tree retention (including credits) as approved under the preliminary subdivision was 186.75 (46 + 77.75 + 63). This calculation was erroneous in that the trees that qualified for retention incentives under SMC 21A.37.270(4) were counted twice (e.g. a tree receiving 200% credit was counted as three trees at 300% instead of two at 200%). If applied properly, the approved preliminary plat design tree retention calculation would have resulted in only 140.75 trees retained in areas outside of critical areas (77.75 + 63 = 140.75), 16 fewer than the 157 required for retention. The project has been constructed as designed and approved and has retained 141 trees. The minimum required retained trees is 157. To mitigate for this error in calculation the applicant has revised the landscape design to replant an additional 16 trees onsite. A total of 538 replacement trees are required to meet the tree replacement requirements for the removal of 340 trees, including 16 additional trees to mitigate for tree retention calculation errors.

Performance Bond:

The applicant posted a bond for the installation of the remaining right-of-way improvements on July 9, 2019 in the amount of \$287,583.40.

Landscaping Bond:

The applicant posted a performance bond on July 9, 2019 for the landscaping and recreational improvements, including playground installation, in the amount of \$414,296.87.

Street Impact Fees:

The applicant has paid 20% of the required street impact fee in the amount of \$65,339.64. The applicant will pay the remaining street impact fee at time of building permit issuance for 23 of the 25 new lots with credit given for 2 existing single-family residences.

School Impact Fees:

The applicant has paid 50% of the required school impact fee in amount of \$141,381.00. The applicant will pay the remaining school impact fee at time of building permit issuance for 23 of the 25 new lots with credit given for 2 existing single-family residences.

Park Impact Fees:

The applicant will pay the required park impact fee at time of building permit issuance for 23 of the 25 new lots with credit given for 2 existing single-family residences.

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

Financial Impact: N/A

Recommended Motion: Approve the resolution for the 25-lot Astera Subdivision, authorizing the Mayor to sign the final plat.

FINANCIAL IMPACT:

N/A

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2019-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL OF
ASTERA SUBDIVISION**

WHEREAS, the City Council has received a recommendation of approval for the final plat of Astera Subdivision; and

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

WHEREAS, the City Council desires to grant final approval final approval to the 25-lot plat of Astera Subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of September 20, 2016 for the preliminary plat approval of Astera Subdivision, PSUB2015-00264.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of Astera Subdivision (25-lots).

**PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON
THE _____ DAY OF JULY 2019.**

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: R2019-_____

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

DECISION

FILE NUMBER: PSUB2015-00264

APPLICANT: Amalani, LLC
ATTN: Barry Margolese
105 South Main Street, Suite 230
Seattle, WA 98104

TYPE OF CASE: Preliminary subdivision (*Cedar Hill*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: September 20, 2016

INTRODUCTION ¹

Amalani, LLC (Amalani) seeks preliminary approval of *Cedar Hill*, a 25-lot single-family residential subdivision of a 9.09 acre assemblage of parcels which is zoned R-4.

Amalani filed a Base Land Use Application on October 29, 2015. (Exhibit 2 ²; and testimony ³) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Exhibit 1, p. 11, Recommended Condition 1)

The subject property is located on the west side of 244th Avenue NE, opposite the NE 24th Street intersection.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on September 15, 2016.

The Examiner held an open record hearing on September 15, 2016. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 8a)

¹ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.
² Exhibit citations are provided for the reader’s benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner’s Decision is based upon all documents in the record.
³ The date received stamp on Exhibit 2 is incorrect. (Testimony)

\\chfs001\share\admin services\admin assistant to the city clerk\hearing examiner\2016\cedar hills - psub2015-00264\cedar hill psub2015-00264 decision - unsigned.doc

HEARING EXAMINER DECISION
 RE: PSUB2015-00264 (*Cedar Hill*)
 September 20, 2016
 Page 2 of 15

Subsection 20.05.100(1) SMC requires that decisions on Type 3 applications be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net review day 220. The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or written notice from the Department explaining why the deadline was not met [SMC 20.05.100(4)]. The Department provided Amalani with the required explanatory notice. (Exhibit 1, p. 5, Finding 29)

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

- Exhibit 1: Departmental Staff Report
- Exhibits 2 – 20: As enumerated in Exhibit 1
- Exhibit 21: John R. Scannell hearing statement

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

FINDINGS OF FACT

1. Amalani proposes to subdivide the subject property into 25 lots for single-family residential development. The proposal includes a public street aligned with NE 24th Street, three short private access tracts, extensive open space along the western and southwestern perimeter of the site, stormwater control facilities, a sewer lift station, and a 20 foot wide buffer along the north edge of the site. (Exhibit 3)
2. The subject property is an irregular assemblage of parcels whose outer boundary does not yet legally exist. The assemblage consists of three legal parcels and portions of two other legal parcels. Boundary Line Adjustments (BLA2016-00125 and BLA2016-00126) have been approved by the Department, but not yet executed by the owners or recorded, which will divide the remaining parcels so as to create the boundary of the proposed subdivision as depicted on Exhibit 3. Amalani expects the two BLAs to be executed upon approval of the *Cedar Hill* preliminary subdivision. (Testimony)
3. The subject property slopes irregularly towards the south and southwest. The site itself contains no regulated environmentally critical areas; a Category III wetland and a Type F stream are located near the southwest border of the site whose regulatory buffers encumber the subject property. The wetland is the subject of a buffer/conservation easement recorded in 2004 which established the regulatory buffer width for the wetland. The subject property is fairly densely wooded except in the immediate vicinity of the two residences which are located on it. (Exhibits 1; 3; 4)
4. The subject property is bordered on the north by five acreage parcels which take access from NE 25th Street. Muniz and Kelling/Scannell own two of those abutting acreage lots. On the east side of 244th

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Avenue NE north of NE 24th Street is a residential subdivision; the area south of NE 24th Street is wholly or mostly undeveloped. The aforementioned stream, a tributary to Evans Creek, flows northwesterly through a deepening ravine just south of the southwest boundary of the subject property. A dense residential neighborhood lies across that ravine to the west. (Exhibits 1, p. 3; 3, Sheet P01; 7b, p. 19⁴; and testimony)

5. The subject property is zoned R-4, residential development at a maximum density of four dwelling units per acre. Neighboring properties on the west side of 244th Avenue NE are similarly zoned; the area east of 244th Avenue NE lies in unincorporated King County. (Exhibit 19)
6. The maximum permissible lot yield under the subject property's R-4 zoning, calculated in accordance with procedures spelled out in the SMC, is 25. (Exhibit 3, Sheet P01)
7. The subdivision design proposes to construct a public street, aligned with NE 24th Street across 244th Avenue NE,⁵ which will traverse the property before ending as a temporary street stub against the north subdivision boundary.⁶ As designed, the centerline of the street stub aligns with the common boundary between the Muniz and Kelling/Scannell properties. Four short private roads will provide access to about 12 of the proposed lots. Over three acres of the western-southwestern area of the subject property will be preserved as tree retention and sensitive area tracts. A 20 foot wide tree retention strip is proposed along the north boundary on either side of the street right-of-way stub (Tracts C and M). In addition, a centrally located recreation tract (Tract E) will be provided; the ground above the detention vault will also be available as open space (Tract G). The proposed lots range from approximately 5,000 square feet (SF) to approximately 9,500 SF. (Exhibit 3)
8. All proposed lots meet applicable zoning standards. (Exhibit 1)
9. Muniz and Kelling/Scannell have opposed the staff-required street stub since its initial proposal. (Exhibits 9b and 9d) They have several objections. First, both families indicate that they have no intention of selling their properties in the foreseeable future, thus rendering any possible northerly extension moot in their view. Second, a domestic water well (presently serving four families, but approved to serve up to nine families) is located near their common boundary about 100 feet north of the subject property. Third, they do not believe that a connection to NE 25th Street would solve any traffic circulation problems that the City has in the area. Finally, they do not want to see a gap in the northern buffer. (Exhibit 21; and testimony)

Amalani finds itself in the middle: It needs to please the City but doesn't want to offend the neighbors. It is willing to use either a cul-de-sac design or a stub street design. (Testimony)

⁴ Where available, as is the case with Exhibit 7b, page number references use the "Bates" numbers on each page.
⁵ An Interim Public Works Standards arterial intersection spacing variation is not required because the NE 24th Street intersection already exists. (Testimony)
⁶ Amalani initially proposed a cul-de-sac street design. (Exhibit 8, p. 7) City staff directed Amalani to provide the street stub to the north instead of a cul-de-sac. (Testimony)

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During the course of the hearing a compromise was worked out that satisfies all parties, including Public Works: The right-of-way for the street stub will be dedicated with the plat, but no street will be built within approximately 20 feet of the northern boundary, thus preserving both the potential for an eventual extension of the street while preserving for the foreseeable future the buffer desired by Muniz and Kelling/Scannell. (Testimony)

10. The record contains evidence that appropriate provisions have been made for open space (Exhibits 1; 3); drainage (Exhibits 1; 3; 7b); streets and roads (Exhibits 1; 3; 7c); potable water supply (Exhibits 3; 12); sanitary wastes (Exhibits 3; 12); parks and recreation (Exhibits 1; 3); playgrounds (Exhibits 1; 3); schools and schoolgrounds (Exhibit 1); and safe walking conditions for children who walk to school (Exhibits 1; 10). The proposed design does not require alleys or other public ways. (Exhibit 3) The record contains no request for transit stops.
11. Sammamish first enacted tree retention/preservation regulations in or around 2005. [Ordinance No. O2005-175] Those regulations were contained in former SMC 21A.35.210 - .240. In 2014 the City enacted emergency, interim revisions to those code sections. The interim regulations were in effect from October 14, 2014 to October 14, 2015. [Ordinance Nos. O2014-375 and O2015-390] Those interim regulations were repealed and replaced by Chapter 21A.37 SMC, Development Standards – Trees, effective October 14, 2015. [Ordinance No. O2015-395]

The subject application is vested to the current tree regulations. Essentially, those regulations require retention of 35% of the significant trees outside of protected critical areas, all trees within protected critical areas, and replacement of removed significant trees. [SMC 21A.37.230 - .280] Under the current regulations Amalani is required to retain 157 significant trees outside the regulated critical areas. Amalani proposes to retain 181 significant trees, located generally in the tracts along the west, north, and east edges of the development. In addition, Amalani will replace 341 trees that will be removed with 525 new trees. Because there are relatively few significant trees within Tracts C and M (the northern buffer strip), many of the replacement trees will be planted in those tracts. (Exhibit 3, Sheets P09 – P14)

12. Sammamish’s State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Cedar Hill* on June 10, 2016. (Exhibit 5a) The DNS was not appealed. (Exhibit 1)
13. The Department’s Staff Report (Exhibit 1) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. Amalani concurred in full in the Findings and Conclusions set forth in that report. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following exception: Any references to the provisions of former SMC 21A.35.210 - .240 are incorrect: *Cedar Hill* is not subject to the former tree retention regulations.

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14. The Department recommends approval of *Cedar Hill* subject to 47 conditions. (Exhibit 1, pp. 11 - 14)
15. Amalani has no objection to any of the recommended conditions. (Testimony)
16. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ⁷

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

Authority

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

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

[SMC 20.10.070(2)]

Review Criteria

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

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the

⁷ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

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

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

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

Vested Rights

Sammamish has enacted a vested rights provision.

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

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on October 29, 2015.

Standard of Review

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

Scope of Consideration

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

CONCLUSIONS OF LAW

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1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Cedar Hill* is essentially an uncontested case.
2. Section 20.10.200 SMC requires the Examiner to consider a number of items, including “the interim comprehensive plan”. The Examiner’s ability to use the comprehensive plan in project review is constrained by state law which states that the comprehensive plan is applicable only where specific development regulations have not been adopted: “The review of a proposed project’s consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan” [RCW 36.70B.030(1)]

The state Supreme Court addressed that provision in *Citizens v. Mount Vernon* [133 Wn.2d 861, 947 P.2d 1208 (1997), *reconsideration denied*] in which it ruled that “[RCW 36.70B.030(1)] suggests ... a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise.” [at 873]

Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code’s favor.

[*Mount Vernon* at 873-74, citations omitted]

3. Based upon all the evidence in the record, the Examiner concludes that *Cedar Hill* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies, to the extent they can be considered, and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
4. Given all the evidence in the record, the Examiner concludes that *Cedar Hill* complies with the review criteria of SMC 20.10.220(1). The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, and makes appropriate provision for all items listed in that code section.
5. Given all the evidence in the record, the Examiner concludes that *Cedar Hill* will serve the public use and interest and will thus comply with the review criteria of SMC 20.10.220(2).
6. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:

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- A. No development activity may occur until the subject property has been legally created. Until the two BLAs are recorded, the property for which subdivision approval is sought will not legally exist. And until it exists as a legal development parcel, development cannot occur. A new condition will be added to require completion of the BLAs before any development activity occurs.⁸
- B. Recommended Condition 6. This is a “reminder” condition: The subdivision is subject to traffic impact fees. But the subdivision is also subject to park and school impact fees. The reminder should address all three types of mitigation fees if it’s going to address any.
- C. Recommended Condition 13. The street stub compromise worked out during the hearing protects the public interest, preserves (at least for the foreseeable future) the buffer for the neighbors to the north, and imposes no burden on Amalani. Muniz and Kelling/Scannell will not own the abutting parcels forever; their parcels will at some unknown time in the future be owned by others. What those others may want to do with those parcels obviously cannot be known today. The compromise: Protects the buffer for as long as Muniz and Kelling/Scannell own the abutting parcels; preserves the public’s ability for a connecting street in the future if one is ever needed or desired; and eliminates Amalani’s need to construct about 20 feet of pavement that will not be needed to serve the lots in *Cedar Hill*. Everyone benefits. This condition will be augmented to address the treatment of that northerly 20 feet of right-of-way.⁹
- D. Recommended Condition 32. This condition is a “disclosure” condition: The face of the recorded plat is to alert lot purchasers that each lot may be subject to traffic impact fees. But, like Recommended Condition 6, a similar “disclosure” is appropriate for park and school impact fees.

A further consideration is the subject of fee credits for existing residences. Credits for existing residences are appropriate, even arguably necessary. Over the past year or so the Department and the Examiner have informally (through project recommendations and decisions) developed an acceptable, standard way to treat credits. (Were the City Council to enact a code provision regarding impact fee credits, then that regulation would obviously become the requirement.) That agreed method is missing from the recommended conditions. The conditions will be revised and augmented in keeping with prior Decisions.

⁸ This Conclusion of Law and related Condition 2 are paraphrases of Conclusion of Law 16.B and Condition 2 in the Examiner’s May 26, 2016, Decision on *Gabrielle’s Place*, PSUB2015-00104, a subdivision located a few hundred feet north of *Cedar Hill*.

⁹ Public works may wish to consider placing a sign at the end of the public pavement indicating that the street is not a permanent dead-end and may be extended at some time in the future. The Examiner will not impose a condition to that effect as it would not relate to any impact caused by *Cedar Hill*, but such an advisory would serve as a warning to prospective purchasers that the street is not a cul-de-sac.

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- E. Recommended Condition 30. This condition refers to streets that simply are not within the proposed subdivision: “NE 26th Court, for the proposed Road A”. This condition appears to have been “borrowed” from a staff recommendation for some other subdivision. NE 26th Court is a dedicated public street located about two blocks north of the subject property. The condition will be revised to relate to the public streets within this application.
 - F. Recommended Condition 32. The Examiner will replace the word “applicant” with the word “Plattor.” The word “applicant” could be read to refer to the applicant for preliminary subdivision approval. Since land use permits “run with the land,” it is better to use a word without that possible connotation. Elsewhere in the Recommended Conditions staff has used the word “Plattor,” meaning the person or entity developing the subdivision. The Examiner will use that word here for consistency.
 - G. Recommended Condition 36. This condition would be appropriate if a stormwater detention/retention pond were to be the method of stormwater control for the subdivision. But it isn’t: A buried vault is proposed. As suggested by Amalani’s consultant, the condition is superfluous. (Exhibit 9e, p. 11) The condition will be eliminated.
 - H. Tree retention. Previous Department recommendations have included two “disclosure” conditions to appear on the face of the final plat regarding tree retention. This Department recommendation does not include them. Staff testified that although the code provisions have changed, it would be beneficial to place analogous conditions on this and future plats. Those additions will be made.
 - I. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 4, 8, 9 – 14, 16, and 30 will improve parallel construction, clarity, and flow within the conditions. ¹⁰ Such changes will be made.
7. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

¹⁰ The ending punctuation mark for many of the Recommended Conditions is a semi-colon. Those will all be replaced with periods although not individually listed in this sentence.

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DECISION

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

Decision issued September 20, 2016.

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

HEARING PARTICIPANTS ¹¹

Barry Margolese
 John Scannell
 Raymond Muniz

Emily Arteche
 Wendy Kelling
 Haim Strasbourger

NOTICE of RIGHT of RECONSIDERATION

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

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

NOTICE of RIGHT of JUDICIAL REVIEW

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

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

¹¹ The official Parties of Record register is maintained by the City’s Hearing Clerk.

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CONDITIONS OF APPROVAL
CEDAR HILL
PSUB2015-00264

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

General Conditions:

1. Exhibit 3 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Prior to approval of any site development permits and/or site development work, the subject property shall have been legally created by approval and recordation of BLA2016-00125 and BLA2016-00126.
3. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 29, 2015, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
4. Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC Chapter 19A.12.020, provided Plator may file for an extension as permitted by code.
5. The roadway transition from the proposed improvements along the frontage of 244th Avenue NE shall be updated during the final engineering phase to match AASHTO requirements.
6. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19A.16.
7. The Plator shall comply with the payment of traffic, park, and school impact fees in accordance with Chapters 14A.15, 14A.20, and 21A.105 SMC, respectively.

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8. A bond quantity worksheet must also be provided and, after approved by the City, shall be the basis of a performance bond that must be posted with the City to ensure that improvements are installed.

Site Development Permit Special Conditions:

9. 244th Avenue NE is classified as a minor arterial road with 60 feet of existing right-of-way. Half-street frontage improvements and 3.5 feet of right-of-way dedication shall be provided along the development frontage with 244th Avenue NE consistent with the minor arterial road standard and any variation from the standards approved by the City Engineer.
10. No direct driveway access shall be allowed onto 244th Avenue NE.
11. The internal plat road serving more than 4 dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance O2005-191, and per the approved variation from streets standards for road width, or as approved by the City Engineer during Site Development permit phase.
12. Access to Tracts B, D, and K shall be through a private road consistent with PWS.15.090, including the necessary curb separating traffic from pedestrians.
13. A temporary turn-around is required and shall be a cul-de-sac with a 90-foot paved diameter or hammerhead as approved by the Public Works Department.
14. A stub for a future road connection to NE 25th Street is required. Right-of-way for the stub shall be dedicated to the north line of the subject property as depicted on Exhibit 3. However, street and sidewalk improvements shall stop approximately 20 feet south of the north property line as necessary to provide proper access to the private road in Tract K. Vegetation within the northern 20 feet of the right-of-way shall be retained to the greatest extent possible consistent with safe construction practices.
15. Illumination shall be provided in the plat local roads consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut off. Pole type and style shall be approved by Public Works. WSDOT standard luminaries with black powder-coated steel poles and full cut off LEDs on 244th Avenue NE are required.
16. Drainage plans, Technical Information Reports, and analysis shall comply with the Municipal Code Title 13, the applicable Municipal Code sections of Chapter 21A.50, *2009 King County Surface Water Design Manual*, the City of Sammamish Surface Water Design Manual Addendum, and the City of Sammamish *Stormwater Management Comprehensive Plan*.

Prior to or Concurrent with Final Plat:

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17. Frontage on 244th Avenue SE shall be dedicated as public right-of-way. All work on 244th Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.
18. The new internal plat roads shall be completed.
19. Private roads shall be constructed under the Site Development permit.
20. Driveways shall be completed prior to final plat. Any joint use driveways shall be bonded for or constructed under the Site Development permit.
21. A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tract G.
22. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and detention vault. Final lift of asphalt may be bonded except as indicated.
23. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
24. Off-site stormwater easements required by the stormwater design shall be recorded.
25. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. Any no parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.
26. Off-site improvements shall be fully constructed.
27. Sensitive Area Tract and No Parking signs shall be permanently installed.
28. Illumination shall be fully installed or bonded as approved by the City Engineer.
29. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the *2009 King County Surface Water Design Manual City of Sammamish Addendum*.
30. A Public Works performance bond shall be posted consistent with the *2009 King County Surface Water Design Manual*.

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31. The Plator shall complete dedication of right-of-way for NE 24th Street and 244th Avenue NE.
32. A Community Development bond for landscaping and recreational space improvements shall be posted consistent with SMC Chapter 27A.

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

33. The Plator shall include a note regarding the payment of street impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the street impact fees for 12 new lots shall be reviewed and approved by the City prior to final plat approval. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.
34. *Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees have been paid at final plat for 23 new lots. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.*
35. *Consistent with Chapter 14A.20 SMC, the plat is subject to parks impact fees which shall be paid at the time of building permit issuance for 23 new lots, together with an administrative fee. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.*
36. Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works will approve the specific language prior to final plat.
37. Unless located within a recreation tract and public easement, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.
38. *“Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”*
39. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*
40. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*

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41. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
42. *“All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation and the top of the trench is below the bottom of foundation.”*
43. *“In accordance with City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.”*
44. *“Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.”*
45. Trees retained pursuant to SMC Chapter 21A.37 shall be identified on the face of the final plat for retention.
46. *Trees identified on the face of this plat have been retained pursuant to the provisions of SMC Chapter 21A.37. Retained trees are subject to the tree protection standards of that chapter. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with that chapter.*

Prior to City Acceptance of Improvements:

47. All items in the final acceptance construction punch list shall be addressed and accepted by the City.
48. Contractor and design engineer shall certify that all construction meets requirements consistent with the United States Department of Justice ADA Standards. The Access Board’s ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.
49. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.
50. Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.

\\chfs001\share\admin services\admin assistant to the city clerk\hearing examiner\2016\cedar hills - psub2015-00264\cedar hill psub2015-00264 decision - unsigned.doc

HEARING EXAMINER DECISION
RE: PSUB2015-00264 (*Cedar Hill*)
September 20, 2016
Page 16 of 16

51. The Plator shall purchase from the City and install drain markers on each catch basin within the short plat (Only Rain Down the Drain). Installation instructions are provided with drain markers. Avoid placement on roadway asphalt.

Cedar Hill Final Plat

Date Received: April 8, 2019

Response Date: July 2, 2019

Permit No: FSUP2019-00298

Reviewers: Haim Strasbourger, P.E. and Tracy Cui, AICP



Comment No.	Hearing Examiner Conditions	Response	City Response
A. General Conditions:			
1	Exhibit 3 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.	Noted.	OK.
2	Prior to approval of any site development permits and/or site development work, the subject property shall have been legally created by approval and recordation of BLA2016-00125 and BLA2016-00126.	These were recorded on October 7, 2016	Done.
3	Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on October 29, 2015, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.	Noted.	OK.
4	Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC Chapter 19A.12.020, provided Plator may file for an extension as permitted by code.	Noted.	OK.
5	The roadway transition from the proposed improvements along the frontage of 244th Avenue NE shall be updated during the final engineering phase to match AASHTO requirements.	Transition was updated during final engineering and approved.	Done.
6	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with SMC Chapter 27A, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in SMC 19A.16.	These have been provided.	Done.
7	The Plator shall comply with the payment of traffic, park, and school impact fees in accordance with Chapters 14A.15, 14A.20, and 21A.105 SMC, respectively.	Noted.	OK.
8	A bond quantity worksheet must also be provided and, after approved by the City, shall be the basis of a performance bond that must be posted with the City to ensure that improvements are installed.	This has been provided and approved.	Done.
B. Site Development Permit Special Conditions:			
9	244th Avenue NE is classified as a minor arterial road with 60 feet of existing right-of-way. Half-street frontage improvements and 3.5 feet of right-of-way dedication shall be provided along the development frontage with 244th Avenue NE consistent with the minor arterial road standard and any variation from the standards approved by the City Engineer.	The approved site development plans comply with this condition.	Done.
10	No direct driveway access shall be allowed onto 244th Avenue NE.	The approved site development plans comply with this condition.	Done.

11	The internal plat road serving more than 4 dwelling units shall be consistent with the local road standards in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance O2005-191, and per the approved variation from streets standards for road width, or as approved by the City Engineer during Site Development permit phase.	The approved site development plans comply with this condition.	Done.
12	Access to Tracts B, D, and K shall be through a private road consistent with PWS.15.090, including the necessary curb separating traffic from pedestrians.	The approved site development plans comply with this condition.	Done.
13	A temporary turn-around is required and shall be a cul-de-sac with a 90-foot paved diameter or hammerhead as approved by the Public Works Department.	The approved site development plans comply with this condition (hammerhead).	Done.
14	A stub for a future road connection to NE 25th Street is required. Right-of-way for the stub shall be dedicated to the north line of the subject property as depicted on Exhibit 3. However, street and sidewalk improvements shall stop approximately 20 feet south of the north property line as necessary to provide proper access to the private road in Tract K. Vegetation within the northern 20 feet of the right-of-way shall be retained to the greatest extent possible consistent with safe construction practices.	The approved site development plans comply with this condition.	Done.
15	Illumination shall be provided in the plat local roads consistent with the City's standards for average foot candles and uniformity for a local road. Luminaires shall be full cut off. Pole type and style shall be approved by Public Works. WSDOT standard luminaries with black powder-coated steel poles and full cut off LEDs on 244th Avenue NE are required.	The approved site development plans comply with this condition.	Done.
16	Drainage plans, Technical Information Reports, and analysis shall comply with the Municipal Code Title 13, the applicable Municipal Code sections of Chapter 21A.50, 2009 King County Surface Water Design Manual, the City of Sammamish Surface Water Design Manuel Addendum, and the City of Sammamish Stormwater Management Comprehensive Plan.	These items have been provided and comply with the applicable standards mentioned.	Done.
C. Prior to Concurrent with Final Plat:			
17	Frontage on 244th Avenue SE shall be dedicated as public right-of-way. All work on 244th Avenue SE required by the Site Development Permit and/or right-of-way permits shall be completed.	See 3.5 ROW dedication shown on sheet 4 of 7	Done.
18	The new internal plat roads shall be completed.	As shown on final engineering plans	Done.
19	Private roads shall be constructed under the Site Development Permit.	Noted.	Done.
20	Driveways shall be completed prior to final plat. Any joint use driveways shall be bonded for or constructed under the Site Development permit.	As shown on final engineering plans	Done.
21	A public stormwater easement shall be provided for access, inspection, maintenance, repair, and replacement of the detention and water quality facilities within Tract G.	As shown on final engineering plans	Done.
22	At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, stormwater conveyance system, water quality treatment systems, and detention vault. Final lift of asphalt may be bonded except as indicated.	The facilities will be constructed at final plat submittal	Done.
23	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	Staked by Axis Survey and Mapping.	Done.
24	Off-site stormwater easements required by the stormwater design shall be recorded.	There are no off-site easements on tract.	OK.

25	All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. Any no parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.	The signs will be ordered 6-weeks before final plat approval.	Done.
26	Off-site improvements shall be fully constructed.	Off-site improvements will be constructed at final plat submittal	Done.
27	Sensitive Area Tract and No Parking signs shall be permanently installed.	Noted.	Done.
28	Illumination shall be fully installed or bonded as approved by the City Engineer.	Illumination shall be provided or bonded for.	Bonded.
29	Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 King County Surface Water Design Manual City of Sammamish Addendum.	Soil amendments shall be provided or bonded for.	Bonded.
30	A Public Works performance bond shall be posted consistent with the 2009 King County Surface Water Design Manual.	Performance bond shall be posted.	OK.
31	The Plator shall complete dedication of right-of-way for NE 24th Street and 244th Avenue NE.	See dedication on sheet 1 of 7 of Plat.	Done.
32	A Community Development bond for landscaping and recreational space improvements shall be posted consistent with SMC Chapter 27A	This bond shall be posted.	Bonded.

D. Conditions to appear on the face of the Final Plat:

33	The Plator shall include a note regarding the payment of street impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the street impact fees for 12 new lots shall be reviewed and approved by the City prior to final plat approval. The first two single family residence building permit applications submitted to the City are exempt from this impact fee.	See Item 1 of "Notes and Restrictions" on sheet 2 of 7	Done.
34	<i>Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees have been paid at final plat for 23 new lots. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.</i>	See Item 2 of "Notes and Restrictions" on sheet 2 of 7	Done.
35	<i>Consistent with Chapter 14A.20 SMC, the plat is subject to parks impact fees which shall be paid at the time of building permit issuance for 23 new lots, together with an administrative fee. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.</i>	See Item 3 of "Notes and Restrictions" on sheet 2 of 7	Done.
36	Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works will approve the specific language prior to final plat.	See Item 16 of "Notes and Restrictions" on sheet 2 of 7	Done.
37	Unless located within a recreation tract and public easement, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for inspection, maintenance, operation, repair, and replacement. Language to this effect shall be shown on the face of the final plat.	Located within tract "E" on sheet 5 of 7. Also noted on sheet 3 of 7 under "Drainage and Easement Covenant"	Done.
38	<i>"Maintenance of all landscape strips along the plat roads shall be the responsibility of the Homeowners Association or adjacent property owners. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat."</i>	See Item 4 of "Notes and Restrictions" on sheet 2 of 7	Done.

39	"All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment."	See Item 5 of "Notes and Restrictions" on sheet 2 of 7	Done.
40	"Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development."	See Item 6 of "Notes and Restrictions" on sheet 2 of 7	Done.
41	"Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."	See Item 7 of "Notes and Restrictions" on sheet 2 of 7	Done.
42	"All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation and the top of the trench is below the bottom of foundation."	See Item 8 of "Notes and Restrictions" on sheet 2 of 7	Done.
43	"In accordance with City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit."	See Item 9 of "Notes and Restrictions" on sheet 2 of 7	Done.
44	"Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020."	See Item 10 of "Notes and Restrictions" on sheet 2 of 7	Done.
45	Trees retained pursuant to SMC Chapter 21A.37 shall be identified on the face of the final plat for retention.	See Item 11 of "Notes and Restrictions" on sheet 2 of 7. Identified on page 7 of 7. Retained trees are shown on sheet 7.	Done.
46	Trees identified on the face of this plat have been retained pursuant to the provisions of SMC Chapter 21A.37. Retained trees are subject to the tree protection standards of that chapter. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with that chapter.	See Item 11 of "Notes and Restrictions" on sheet 2 of 7. Also see sheet 7 of 7 "Tree Retention Note"	Done.
E. Prior to City Acceptance of Improvements:			
47	All items in the final acceptance construction punch list shall be addressed and accepted by the City.	Noted.	Not applicable at final plat.
48	Contractor and design engineer shall certify that all construction meets requirements consistent with the United States Department of Justice ADA Standards. The Access Board's ADA Accessibility Guidelines (ADAAG) serves as the minimum baseline for the standards.	Noted.	Not applicable at final plat.
49	Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection.	Noted.	Not applicable at final plat.
50	Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval.	Noted.	Not applicable at final plat.
51	The Platlor shall purchase from the City and install drain markers on each catch basin within the short plat (Only Rain Down the Drain). Installation instructions are provided with drain markers. Avoid placement on roadway asphalt.	Noted.	Not applicable at final plat.

ASTERA

A PLAT COMMUNITY
A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

DEDICATION

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

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

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

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

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS, THIS _____ DAY OF _____, 2019.

PLATEAU 244TH, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY: Michael Walsh
MICHAEL WALSH
ITS: MANAGER

MAUNDER INVESTMENTS INC.,
A WASHINGTON CORPORATION

BY: Authorized Agent
ITS: Authorized Agent

ACKNOWLEDGEMENTS

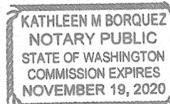
STATE OF WASHINGTON SS
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MICHAEL WALSH THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF PLATEAU 244, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 9th DAY OF July 2019.

Kathleen M. Borquez
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

PRINTED NAME Kathleen M. Borquez
RESIDING AT Carnation, WA
COMMISSION EXPIRES 11-19-2020



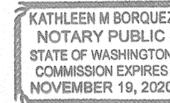
STATE OF WASHINGTON SS
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT J. Parker Mason THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Authorized Agent OF MAUNDER INVESTMENTS INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 9th DAY OF July 2019.

Kathleen M. Borquez
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

PRINTED NAME Kathleen M. Borquez
RESIDING AT Carnation, WA
COMMISSION EXPIRES 11-19-2020



FILE NO. FSUB2019-00298

LEGAL DESCRIPTION

PARCEL A (272506-9072-08):
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 89°30'07" WEST 30.00 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE CONTINUING SOUTH 89°30'07" WEST 300.91 FEET;
THENCE SOUTH 00°01'33" WEST 258.72 FEET;
THENCE NORTH 89°30'07" EAST 301.02 FEET;
THENCE NORTH 00°00'05" WEST 258.72 FEET TO THE POINT OF BEGINNING.

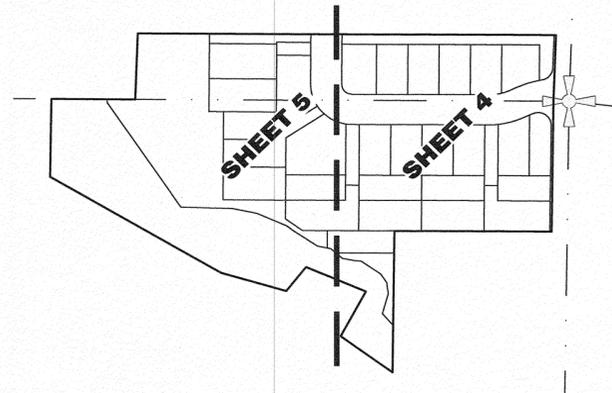
PARCEL B (222506-9028-08):
LOT B OF CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER BLA2016-00125, RECORDED UNDER RECORDING NUMBER 20161012900011, IN KING COUNTY, WASHINGTON.

PARCEL C (272506-9140-06):
LOT C OF CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NUMBER BLA2016-00126, RECORDED UNDER RECORDING NUMBER 20161021900001, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

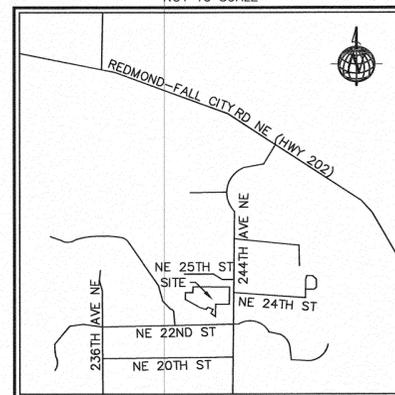
KEY MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE



CITY OF SAMMAMISH APPROVALS

EXAMINED AND APPROVED PER S.M.C. 19A.16 THIS _____ DAY OF _____ 2019.

Jan For Jeff Thomas
DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF SAMMAMISH
[Signature]
CITY ENGINEER, CITY OF SAMMAMISH

MAYOR, CITY OF SAMMAMISH

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2019.

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

KING COUNTY TAX ACCOUNT NUMBER(S): 222506-9028-08, 272506-9072-08, 272506-9140-06.

KING COUNTY FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE ARE PAID IN FULL THIS _____ DAY OF _____ 2019.

MANAGER, KING COUNTY OFFICE OF FINANCE _____ DEPUTY _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 2019, AT _____ M.,

IN BOOK _____ AT PAGE _____ AT THE REQUEST OF AXIS SURVEYING AND MAPPING INC.

DIVISION OF RECORDS AND ELECTIONS

MANAGER _____ SUPERINTENDENT OF RECORDS _____

LAND SURVEYOR'S CERTIFICATE

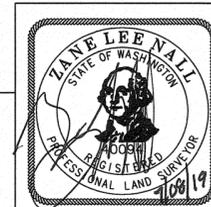
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PLATEAU 244TH, A WASHINGTON LIMITED LIABILITY CORPORATION IN OCTOBER, 2017. I HEREBY CERTIFY THAT THIS MAP FOR ASTERA IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFIED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

[Signature]
ZARE IS HALL
CERTIFICATE NO. 40094

7/08/19
DATE



15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700



JOB NO. 17-156

DATE: 7/08/19

SHEET 1 OF 7

ASTERA

A PLAT COMMUNITY
A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

LEGAL DESCRIPTION AND EASEMENTS SHOWN PER CHICAGO TITLE INSURANCE COMPANY REVISION "8TH GUARANTEE" ORDER NO. 0090305-16 DATED APRIL 18, 2019, AT 8:00 A.M.

- THIS PLAT IS SUBJECT TO RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN THE DEED RECORDED UNDER RECORDING NUMBER 3814579, AFFECTS PARCELS A AND C. (NOT PLOTTED)
- THIS PLAT IS SUBJECT TO AN EASEMENT FOR THE INGRESS AND EGRESS AND RIGHTS INCIDENTAL THERETO, AS DISCLOSED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 4708114, AFFECTS THE NORTH 30 FEET OF PARCELS A AND C. (TO BE RELEASED)
SAID EASEMENT IS A RE-RECORDING OF EASEMENT RECORDED UNDER RECORDING NUMBER 4705330. AMENDMENT AND/OR MODIFICATION OF SAID EASEMENT RECORDED UNDER RECORDING NUMBER(S): 9811022166, 9811022167, 9811022168, 9811022169, 9811022170, 9811022171, 9811022172, 9811022173, 9811022174 AND 9811022175. (TO BE RELEASED)
- THIS PLAT IS SUBJECT TO RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED OR RESERVED IN DEED RECORDED UNDER RECORDING NUMBER 4781244, AFFECTS AN EASTERLY PORTION OF PARCEL B ADJOINING 244TH AVE NE. (NOT PLOTTED)
- THIS PLAT IS SUBJECT TO RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED OR RESERVED IN DEED RECORDED UNDER RECORDING NUMBER 4797340, AFFECTS AN EASTERLY PORTION OF PARCEL A ADJOINING 244TH AVE NE. (NOT PLOTTED)
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 783004 RECORDED UNDER RECORDING NUMBER 8501170621, AFFECTS PARCEL C.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED UNDER RECORDING NUMBER 8505100850, AS CONSTRUCTED OVER PARCEL C. SAID EASEMENT IS A RE-RECORDING OF EASEMENT RECORDED UNDER RECORDING NUMBERS 8408130455 AND 8502060403.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH ON KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L99L3027 RECORDED UNDER RECORDING NUMBER 2000011900010, AFFECTS PARCEL C.
- THIS PLAT IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS RECORDED UNDER RECORDING NUMBER 20011108002598, AFFECTS THE NORTH 30 FEET OF PARCEL A. (TO BE RELEASED)
- THIS PLAT IS SUBJECT TO MATTERS DISCLOSED BY SURVEY UNDER RECORDING NUMBER 20020821900013, AFFECTS PARCEL B.
- PERTAINS TO TERMS AND CONDITIONS OF NOTICES OF CHARGES BY THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 9901150609, 20040414002865, 200404120100040, 20060126001770, 20110106000751, 20110106000800, 20110106000801, AND 20110106000802.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO AN AGREEMENT FOR FUTURE CONNECTION TO SEWER AND THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20131209000584, AFFECTS A WESTERLY PORTION OF PARCEL B.
- THIS PLAT IS SUBJECT TO AN AGREEMENT FOR FUTURE CONNECTION TO WATER AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 20131209000585, AFFECTS A WESTERLY PORTION OF PARCEL B.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO A NO-PROTEST AGREEMENT FOR ANNEXATION, INCLUDING THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20151022000232, AFFECTS A WESTERLY PORTION OF PARCEL C.
- THIS PLAT IS SUBJECT TO A NO-PROTEST AGREEMENT FOR ANNEXATION, INCLUDING THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20151022000233, AFFECTS A WESTERLY PORTION OF PARCEL B.
- THIS PLAT IS SUBJECT TO A NO-PROTEST AGREEMENT FOR ANNEXATION, INCLUDING THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20151022000234, AFFECTS PARCEL A.
- THIS PLAT IS SUBJECT TO A NO-PROTEST AGREEMENT FOR ANNEXATION, INCLUDING THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20151022000235, AFFECTS A WESTERLY PORTION OF PARCEL B.
- THIS PLAT IS SUBJECT TO A NO-PROTEST AGREEMENT FOR ANNEXATION, INCLUDING THE TERMS AND PROVISIONS THEREOF RECORDED UNDER RECORDING NUMBER 20151022000247, AFFECTS A WESTERLY PORTION OF PARCEL C.
- PERTAINS TO A MEMORANDUM OF DEVELOPER EXTENSION AGREEMENT AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENTS RECORDED UNDER RECORDING NUMBER 20151117001514.

RESTRICTIONS OF RECORD (CONTINUED)

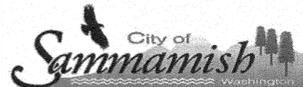
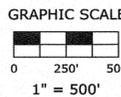
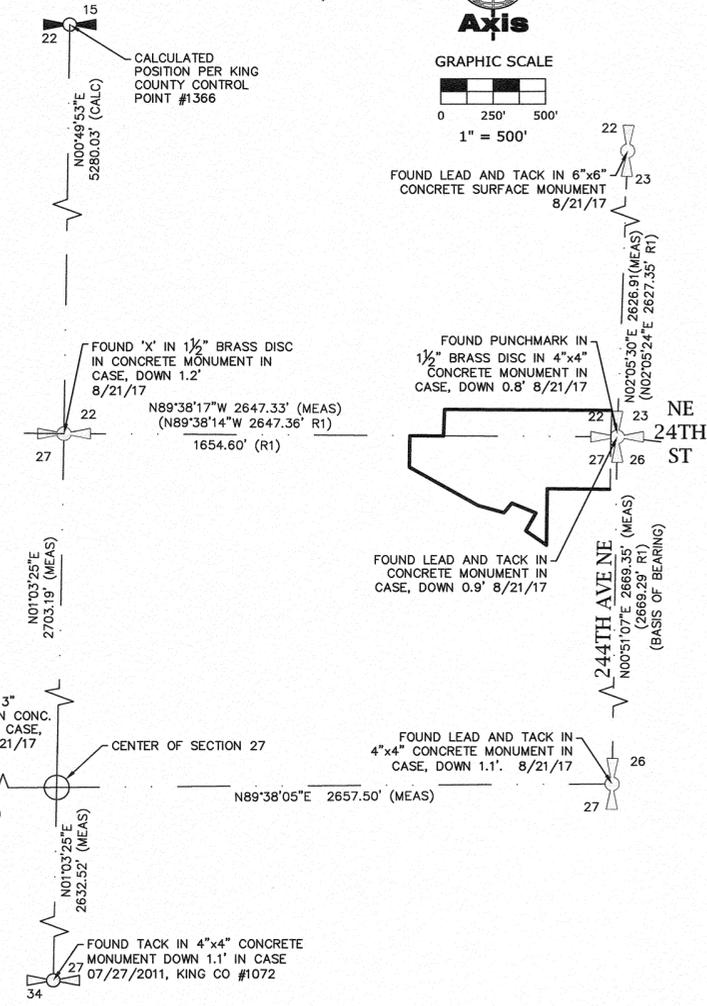
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS AS SET FORTH ON THE CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. BLA2016-00125 RECORDED UNDER RECORDING NUMBER 20161012900011, AFFECTS PARCEL B.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH ON THE CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. BLA2016-00126 RECORDED UNDER RECORDING NUMBER 20161012900001, AFFECTS PARCEL C.
- PERTAINS TO 2019 GENERAL AND SPECIAL TAXES AND CHARGES FOR PARCEL A
- PERTAINS TO 2019 GENERAL AND SPECIAL TAXES AND CHARGES FOR PARCEL B
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- PERTAINS TO 2019 GENERAL AND SPECIAL TAXES AND CHARGES FOR PARCEL C
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS PLAT IS SUBJECT TO AN EASEMENT FOR UTILITY SYSTEMS FOR GAS AND ELECTRICITY, AS DISCLOSED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 20170608001266, AFFECTS A STRIP OF LAND 10 FEET IN WIDTH AS CONSTRUCTED. (FOLLOWS PUBLIC UTILITY EASEMENT ON PAGES 2 AND 6 OF 7)
- PERTAINS TO A DEED OF TRUST AS RECORDED UNDER RECORDING NUMBER 20170731002355, 20171101001035 AND 20180404001155.

NOTES AND RESTRICTIONS

- CONSISTENT WITH CHAPTER 14A.15 S.M.C., THE PLAT IS SUBJECT TO STREET IMPACT FEES FOR 23 NEW LOTS. AT BUILDING PERMIT ISSUANCE, OR AS OTHERWISE APPROVED BY THE CITY, TWENTY PERCENT (20%) OF THE STREET IMPACT FEES HAVE BEEN PAID SO FAR. A FINAL PAYMENT SHALL BE MADE EQUAL TO EIGHTY PERCENT (80%) OF THE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE. THE FIRST TWO SINGLE FAMILY RESIDENCE BUILDING PERMIT APPLICATIONS SUBMITTED TO THE CITY ARE EXEMPT FROM THIS IMPACT FEE.
- PURSUANT TO CHAPTER 21A.105 S.M.C., FIFTY PERCENT OF THE SCHOOL IMPACT FEES WILL BE PAID AT FINAL PLAT FOR 23 NEW LOTS. THE REMAINING FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE. THE FIRST TWO SINGLE-FAMILY RESIDENCE BUILDING PERMIT APPLICATIONS SUBMITTED TO THE CITY ARE EXEMPT FROM THIS IMPACT FEE.
- CONSISTENT WITH CHAPTER 14A.20 S.M.C., THE PLAT IS SUBJECT TO PARKS IMPACT FEES WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR 23 NEW LOTS, TOGETHER WITH AN ADMINISTRATIVE FEE. THE FIRST TWO SINGLE-FAMILY RESIDENCE BUILDING PERMIT APPLICATIONS SUBMITTED TO THE CITY ARE EXEMPT FROM THIS IMPACT FEE.
- MAINTENANCE OF ALL LANDSCAPE STRIPS ALONG THE PLAT ROADS SHALL BE THE RESPONSIBILITY OF THE ASTERA HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNERS. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
- ALL LANDSCAPE AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
- MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE ASTERA HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWN SPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES/FACILITIES, LOTS SHALL BE GRADED SUCH THAT THE FLOW PATH IS DIRECTED AWAY FROM THE BUILDING FOUNDATION AND THE TOP OF THE TRENCH IS BELOW THE BOTTOM OF FOUNDATION.
- IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- ILLEGAL DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPURTENANCES SUCH AS SIDING, ROOF, AND WINDOWS SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN SYSTEM. MEASURES SUCH AS DIRECTING WATER TO A GREEN, VEGETATED AREA OR COVERING THE DOWNSTREAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO S.M.C. 13.30.020.
- TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF S.M.C. 21A.37. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF THAT CHAPTER. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH THAT CHAPTER.
- THE HOUSE ADDRESS WITHIN THIS PLAT SHALL BE ASSIGNED WITHIN THE RANGE OF 2415 TO 2495 242ND PL NE TO 24301 TO 24399 NE 24TH ST. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO EACH RESIDENCE OR BUILDING AT TIME OF BUILDING PERMIT ISSUANCE.
- THIS PLAT IS SUBJECT TO THE ESTABLISHMENT OF THE ASTERA HOMEOWNERS ASSOCIATION (AS DEFINED BY R.C.W. 64.90, A PORTION OF THESE LOTS ARE COMMON INTEREST OWNERSHIP).
- THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT UNDER KING COUNTY RECORDING NUMBER ~~20170502001106~~
- NO DIRECT DRIVEWAY ACCESS SHALL BE ALLOWED ONTO 244TH AVENUE NE.
- ALL INDIVIDUAL LOTS AND TRACTS HAVE STORMWATER BEST MANAGEMENT PRACTICES (B.M.P.) PER THE CITY OF SAMMAMISH REQUIREMENTS FOR USE OF SMALL LOT FLOW CONTROL, AND ARE HEREBY GRANTED AND CONVEYED TO THE INDIVIDUAL LOT OWNERS AND THE ASTERA HOMEOWNERS ASSOCIATION RESPECTIVELY. MAINTENANCE OF B.M.P.'S WITHIN SAID LOTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS AND MAINTENANCE OF SAID B.M.P.'S WITHIN SAID TRACTS SHALL BE THE RESPONSIBILITY OF THE ASTERA HOMEOWNERS ASSOCIATION. EACH LOT WITH A B.M.P. SHALL HAVE A RECORDED COVENANT IN PLACE PRIOR TO THE APPROVAL OF A BUILDING PERMIT.
- FIRE SPRINKLERS ARE REQUIRED FOR LOTS 7, 8, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23 AND 24.
- NO PARKING ALLOWED WITHIN THE CUL-DE-SAC ALONG WITH "NO PARKING - FIRE LANE" SIGNS SHALL BE INSTALLED.

SECTION SUBDIVISION

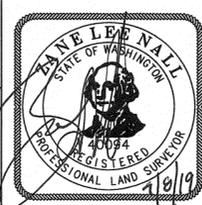
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FILE NO. FSUB2019-00298

Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
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ASTERA

A PLAT COMMUNITY

A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

PRIVATE EASEMENT PROVISIONS

- (1) THE TREE/LANDSCAPE EASEMENT ACROSS THE EAST 20.00 FEET OF LOT 15 AND 16 AND THE WEST 20.00 FEET OF LOT 21 AND 22 IS HEREBY GRANTED TO THE ASTERA HOMEOWNERS ASSOCIATION AND SHALL BE JOINTLY SHARED BY THE OWNERS OF LOTS 1 THROUGH 25.
- (2) THE PRIVATE ACCESS AND UTILITY EASEMENT ACROSS THE EAST 20.00 FEET OF LOT 7, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 8. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE ACCESS AND UTILITIES USED IN COMMON BY LOT 7 AND 8 SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (3) THE 10.00 FOOT PRIVATE DRAINAGE EASEMENT ACROSS THE WEST SIDES OF LOTS 8, 10, 11 AS SHOWN HEREON IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOTS 7, 8, 10. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE STORM DRAINAGE USED IN COMMON BY 7, 8, 10, 11, SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE STORM DRAINAGE, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (4) THE PRIVATE ACCESS AND UTILITY EASEMENT ACROSS THE EAST 26.00 FEET OF LOT 14, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOTS 13, 15 AND 16. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE ACCESS AND UTILITIES USED IN COMMON BY LOTS 13, 15 AND 16 SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (5) THE 10.00 FOOT PRIVATE DRAINAGE EASEMENT ACROSS THE SOUTH SIDES OF LOTS 17, 18, AND 19, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOTS 17, 18, 19 AND 20. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE STORM DRAINAGE USED IN COMMON BY 17, 18, 19 AND 20 SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE STORM DRAINAGE, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (6) THE PRIVATE ACCESS AND UTILITY EASEMENT ACROSS THE WEST 26.00 FEET OF LOT 23, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOTS 21, 22 AND 24. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE ACCESS AND UTILITIES USED IN COMMON BY LOTS 21, 22, 23 AND 24 SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (7) THE PRIVATE ACCESS AND UTILITY EASEMENT ACROSS THE PAN HANDLE OF LOT 10 AND THE EAST 20.00 FEET AND PAN HANDLE OF LOT 11, AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOTS 10, 11, 12. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE ACCESS AND UTILITIES USED IN COMMON BY LOTS 10, 11 AND 12 SHALL BE BORNE IN EQUAL SHARES, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (8) THE PRIVATE WATER EASEMENT ACROSS TRACTS J AND K, AND LOT 7, AS SHOWN ON SHEET 6 OF 7, IS TO THE BENEFIT OF THE OWNERS OF LOTS 7 AND 8. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE WATER FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE WATER FACILITIES USED IN COMMON WITH SAID EASEMENT.
- (9) THE PRIVATE WATER EASEMENT ACROSS THE NORTH 6.50 FEET OF LOT 7, THE NORTH 10.00 FEET OF TRACT 'K' AND A PORTION OF TRACT 'J', AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 'A' OF BLA2016-00125 (TAX PARCEL NUMBER 2225069020). THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE WATER EASEMENT USED BY SAID LOT 'A' SHALL BE BORNE ONLY BY SAID LOT 'A' AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (10) THE PRIVATE WATER LINE EASEMENT ACROSS THE WEST 10.00 FEET AND THE NORTHWESTERLY 5.00 FEET OF TRACT 'E', AS SHOWN HEREON, IS HEREBY GRANTED BY THE RECORDING OF THIS PLAT TO LOT 12. THE COST OF MAINTENANCE AND REPAIRS OR REPLACEMENTS OF THAT PORTION OF THE PRIVATE WATER EASEMENT USED BY LOT 12 SHALL BE BORNE ONLY BY LOT 12, AND WHEN NECESSARY TO REPAIR, CLEAN OR CONSTRUCT THE ACCESS OR UTILITIES, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THE WORK.
- (11) THE SENSITIVE AREA EASEMENT ACROSS THE SOUTH 5.00 FEET OF LOT 14, THE SOUTHWESTERLY 15.00 FEET OF TRACT F PANHANDLE AND THE SOUTHWESTERLY 15.00 FEET OF TRACT G AS SHOWN ON HEREON, IS GRANTED TO THE ASTERA HOMEOWNERS ASSOCIATION AND SHALL BE JOINTLY SHARED BY THE OWNERS OF LOTS 1 THROUGH 25.

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, QWEST, COMCAST, (OTHER PRIVATE UTILITIES), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON ALL PRIVATE STREETS, ALLEYS AND PRIVATE DRIVES AND, THE EXTERIOR 10.00 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES, WIRES, VAULTS AND PEDESTALS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELECOMMUNICATIONS, DATA TRANSMISSION, STREET LIGHTS AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED OR PERMITTED TO BE PLACED WITHIN THIS EASEMENT UNLESS THE SAME SHALL BE UNDERGROUND. NO PERMANENT STRUCTURE SHALL BE PLACED WITHIN THE EASEMENTS WITHOUT PERMISSION FROM EASEMENT OWNERS.

WATER AND SEWER EASEMENT PROVISIONS

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

THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS.

WATER

- LOT 14**
OVER THE EASTERLY 30.00 FEET OF LOT 14 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 15**
OVER THE WESTERLY 4.00 FEET OF LOT 15 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 16**
OVER THE WEST 4.00 FEET OF THE SOUTH 9.78 FEET OF LOT 16 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 23**
OVER THE WEST 29.00 FEET OF THE NORTH 44.40 FEET OF LOT 23 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 24**
OVER THE WEST 3.00 FEET OF LOT 24 AND AS DELINEATED ON SHEET 6 OF 7.

TRACTS IN THEIR ENTIRETY
OVER TRACTS B AND D

SEWER

- LOT 7**
OVER THE NORTH 20.00 FEET OF THE EAST 117.50 FEET TOGETHER WITH THE EAST 15.00 FEET OF LOT 7 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 8**
OVER THE NORTH 9.50 FEET OF THE EAST 15.00 FEET OF LOT 8 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 11**
OVER THE EASTERLY PORTION OF LOT 11 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 12**
OVER THE NORTH 15.00 FEET OF THE EAST 10.00 FEET OF LOT 12 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 14**
OVER THE EASTERLY 30.00 FEET OF LOT 14 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 15**
OVER THE WESTERLY 4.00 FEET OF LOT 15 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 16**
OVER THE WEST 4.00 FEET OF LOT 16 AND AS DELINEATED ON SHEET 6 OF 7.
- LOT 23**
OVER THE WEST 26.00 FEET OF LOT 23 AND AS DELINEATED ON SHEET 6 OF 7.
- TRACT E**
OVER THE WEST 5.00 FEET OF TRACT E AND AS DELINEATED ON SHEET 6 OF 7.
- TRACT J**
OVER THE EAST 20.00 FEET OF THE WEST 31.50 OF TRACT J AND AS DELINEATED ON SHEET 6 OF 7.
- TRACTS IN THEIR ENTIRETY
OVER TRACTS B, D AND K

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

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACTS B, D, J AND K AND PORTIONS OF LOT 7, 8, 14, 15, 16, 23, 24 AND TRACT E, AS DESCRIBED BELOW AND DEPICTED ON SHEET 6. THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO PLACEMENT OF THE WATER OR SEWER.

PRIVATE ACCESS EASEMENT PROVISION

A PRIVATE ACCESS EASEMENT ACROSS TRACT F, TRACT I, A PORTION OF TRACT J AND OVER THE NORTH 15.00 FEET OF LOT 7, AS SHOWN ON SHEETS 5 AND 6, IS HEREBY GRANTED TO THE ASTERA HOMEOWNER'S ASSOCIATION FOR THE USE OF THE LOT OWNERS WITHIN THE PLAT. THE ASTERA HOMEOWNER'S ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID ACCESS FACILITIES.

THIS EASEMENT AND PROVISIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED.

TRACT NOTES

- TRACT 'A'**
TRACT A IS AN OPEN SPACE TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'B'**
TRACT B IS AN ACCESS AND UTILITY TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'C'**
TRACT C IS A TREE RETENTION TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'D'**
TRACT D IS AN ACCESS AND UTILITY TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'E'**
TRACT E IS AN OPEN SPACE AND STORM DRAINAGE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE AND REPAIR OF THE STORMWATER FACILITIES WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC STORMWATER FACILITIES LYING WITH SAID TRACT. MAINTENANCE OF LANDSCAPING WITHIN SAID TRACT SHALL BE THE RESPONSIBILITY OF THE ASTERA HOMEOWNERS ASSOCIATION OR SHALL BE JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
- TRACT 'F'**
TRACT F IS A TREE RETENTION TRACT AND NATIVE GROWTH RETENTION EASEMENT (NGRE) AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'G'**
TRACT G IS A SEWER LIFT STATION FACILITY TRACT, UPON THE RECORDING OF THIS PLAT, IS HEREBY CONVEYED IN FEE SIMPLE TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT. THE DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND ANY IMPROVEMENTS CONTAINED THEREON.
- TRACT 'H'**
TRACT H IS A TREE RETENTION TRACT AND NATIVE GROWTH RETENTION EASEMENT (NGRE) AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'I'**
TRACT I IS A PRIVATE SENSITIVE AREA TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'J'**
TRACT J IS A TREE RETENTION TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.
- TRACT 'K'**
TRACT K IS AN ACCESS AND UTILITY TRACT AND IS HEREBY GRANTED AND CONVEYED, ALONG WITH ALL MAINTENANCE OBLIGATIONS, TO THE ASTERA HOMEOWNERS ASSOCIATION. SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT, THE COSTS OF MAINTENANCE AND REPAIRS SHALL BE BORNE IN EQUAL SHARES BY LOTS 1 THROUGH 25 OF THIS PLAT.

CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT

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

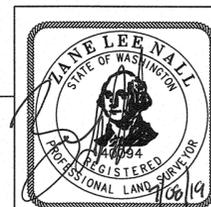
THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE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

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



FILE NO. FSUB2019-00298

Axis
Survey & Mapping
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REDMOND, WA 98052
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FAX 425.823-6700



JOB NO. 17-156

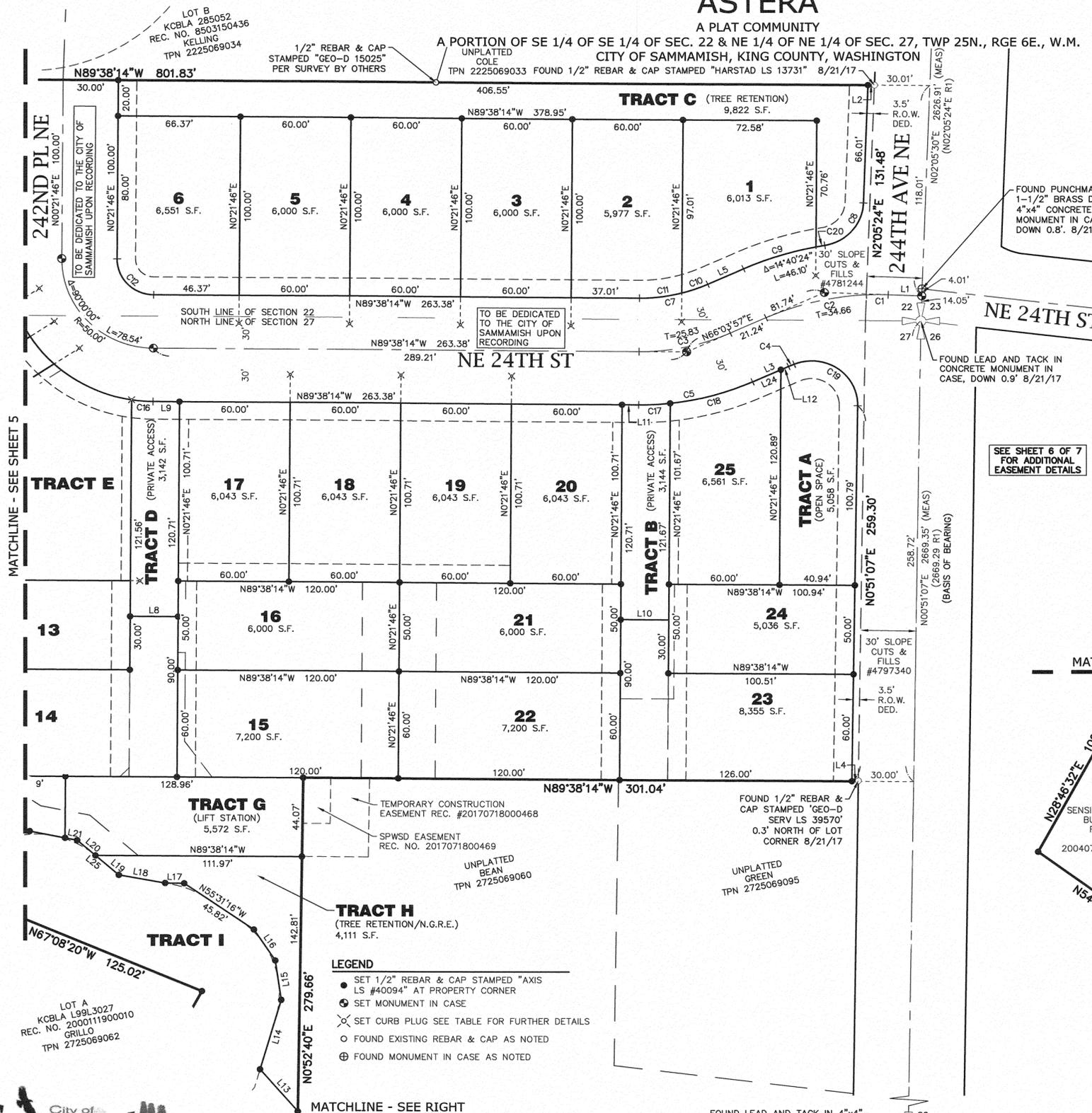
DATE: 7/08/19

SHEET 3 OF 7

ASTERA

A PLAT COMMUNITY

A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



BASIS OF BEARINGS

BASIS OF BEARINGS N00°51'07"E BETWEEN THE FOUND MONUMENTS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

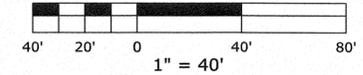
HORIZONTAL DATUM

NAD '83/'11 WASHINGTON NORTH ZONE



Axis

GRAPHIC SCALE

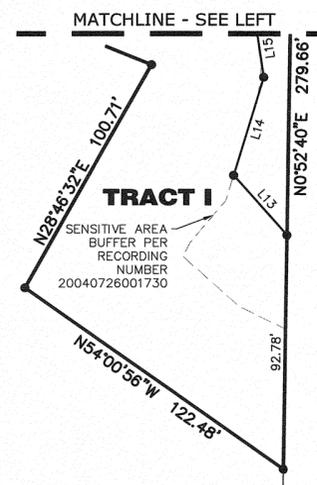


CURVE	DELTA	RADIUS	LENGTH
C1	4°31'48"	150.00	11.86
C2	21°29'39"	150.00	56.27
C3	24°17'49"	120.00	50.89
C4	1°35'34"	120.00	3.34
C5	24°17'49"	150.00	63.61
C6	90°00'00"	80.00	125.66
C7	24°17'49"	90.00	38.17
C8	78°38'57"	25.00	34.32
C9	13°07'17"	180.00	41.22
C10	9°29'54"	90.00	14.92
C11	14°47'55"	90.00	23.25
C12	90°00'00"	20.00	31.42
C16	8°21'32"	80.00	11.67
C17	6°30'13"	150.00	17.03
C18	17°47'36"	150.00	46.58
C19	11°31'36"	25.00	49.39
C20	1°33'07"	180.00	4.88

LINE	BEARING	DISTANCE
L1	N 87°54'36" W	18.15'
L2	S 89°38'14" E	3.50'
L3	S 66°03'57" W	21.24'
L4	S 89°38'14" E	3.50'
L5	S 66°03'57" W	21.24'
L8	S 89°38'14" E	26.00'
L9	S 89°38'14" E	14.37'
L10	S 89°38'14" E	26.00'
L11	S 89°38'14" E	9.01'
L12	S 66°03'57" W	4.49'
L13	N 40°59'45" W	31.27'
L14	N 16°31'24" E	40.59'
L15	N 08°21'19" W	22.35'
L16	N 33°52'24" W	20.88'
L17	N 89°07'20" W	10.34'
L18	N 79°42'00" W	25.54'
L19	N 49°23'16" W	16.71'
L20	N 49°23'16" W	13.08'
L21	N 78°48'16" W	6.74'
L24	S 66°03'57" W	16.75'
L25	N 49°23'16" W	29.79'

LOT(S)	O/S DIST.	LOT(S)	O/S DIST.
1/TR.C	16.09	TR.E/13	5.11
1/2	16.17	TR.D/17	
2/3	15.79	17/18	15.68
3/4	15.77	18/19	15.73
4/5	15.74	19/20	15.69
5/6	15.71	20/TR.B	
9/10	16.35	20/21	
10/11	15.68	25/TR.A	
11/TR.E	16.38		

SEE SHEET 6 OF 7 FOR ADDITIONAL EASEMENT DETAILS



- LEGEND**
- SET 1/2" REBAR & CAP STAMPED "AXIS"
 - LS #40094" AT PROPERTY CORNER
 - ⊙ SET MONUMENT IN CASE
 - ⊗ SET CURB PLUG SEE TABLE FOR FURTHER DETAILS
 - FOUND EXISTING REBAR & CAP AS NOTED
 - ⊕ FOUND MONUMENT IN CASE AS NOTED



FILE NO. FSUB2019-00298

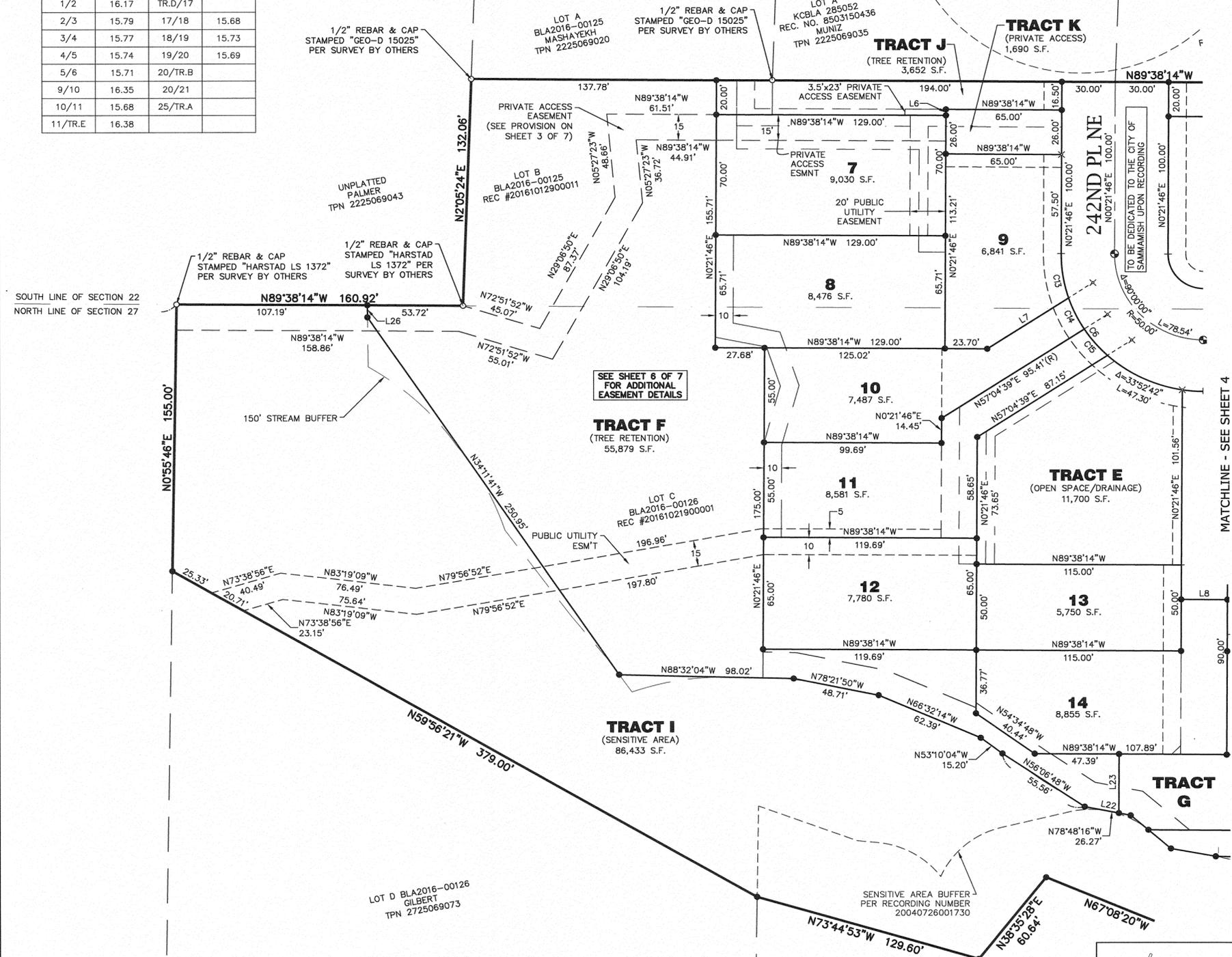
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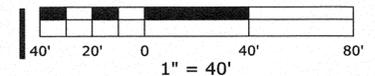
CURB PLUG TABLE			
LOT(S)	O/S DIST.	LOT(S)	O/S DIST.
1/TR.C	16.09	TR.E/13	5.11
1/2	16.17	TR.D/17	
2/3	15.79	17/18	15.68
3/4	15.77	18/19	15.73
4/5	15.74	19/20	15.69
5/6	15.71	20/TR.B	
9/10	16.35	20/21	
10/11	15.68	25/TR.A	
11/TR.E	16.38		

ASTERA

A PLAT COMMUNITY
 A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



Axis



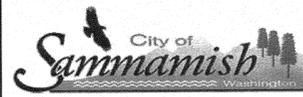
BASIS OF BEARINGS
 BASIS OF BEARINGS N00°51'07"E BETWEEN THE FOUND MONUMENTS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

HORIZONTAL DATUM
 NAD '83/'11 WASHINGTON NORTH ZONE

- LEGEND**
- SET 1/2" REBAR & CAP STAMPED "AXIS LS #40094" AT PROPERTY CORNER
 - ⊙ SET MONUMENT IN CASE
 - ⊗ SET CURB PLUG SEE TABLE FOR FURTHER DETAILS
 - FOUND EXISTING REBAR & CAP AS NOTED
 - ⊕ FOUND MONUMENT IN CASE AS NOTED

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	90°00'00"	80.00	125.66
C12	90°00'00"	20.00	31.42
C13	18°48'28"	80.00	26.26
C14	14°28'39"	80.00	20.21
C15	14°28'39"	80.00	20.21

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N 00°21'46" E	3.50'
L7	N 57°04'39" E	54.51'
L22	N 78°48'16" W	19.53'
L23	S 00°21'46" W	34.35'
L26	N 00°35'34" W	7.12'



FILE NO. FSUB2019-00298



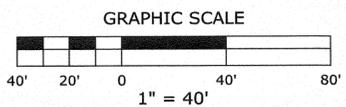
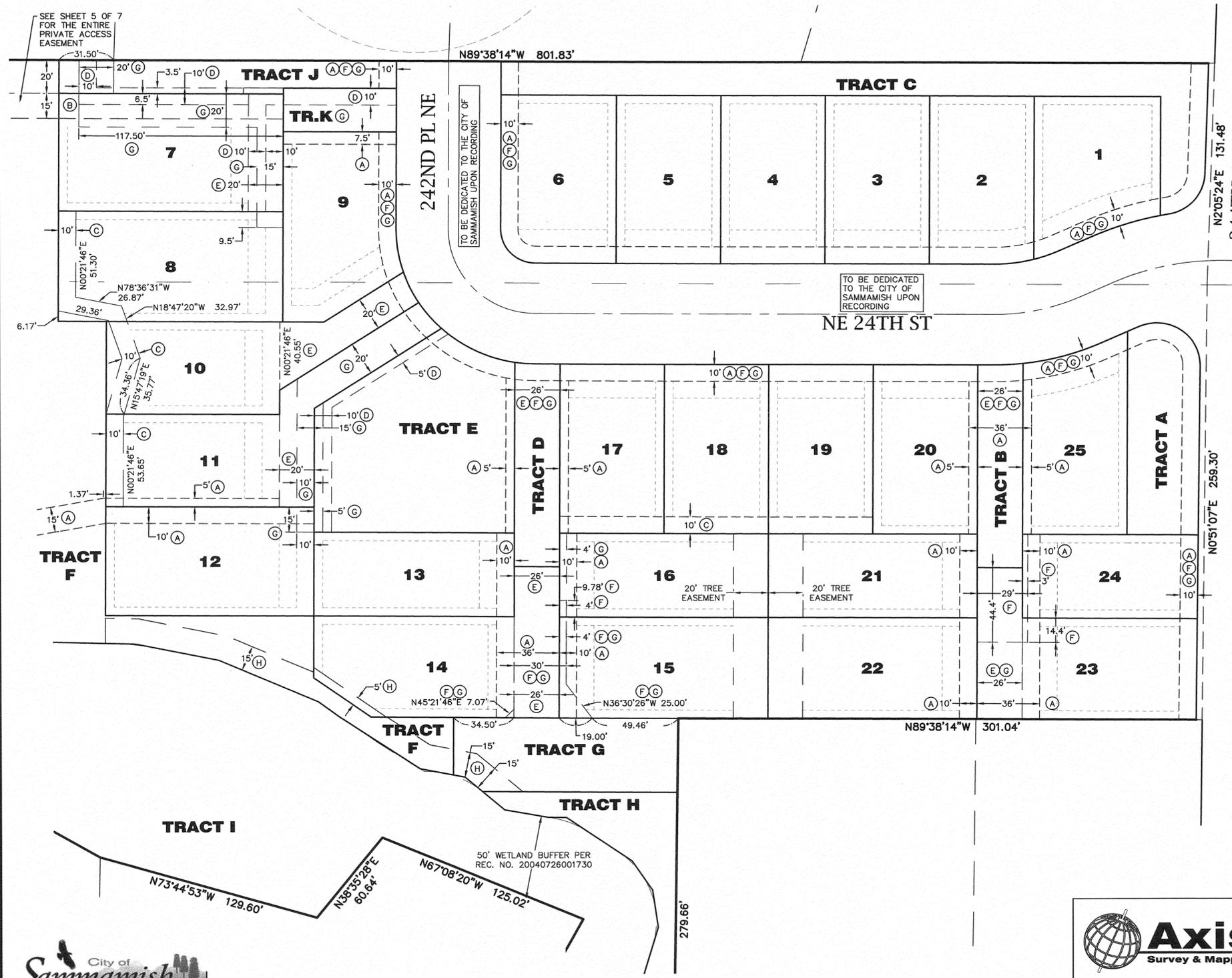
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ASTERA

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 A PORTION OF SE 1/4 OF SE 1/4 OF SEC. 22 & NE 1/4 OF NE 1/4 OF SEC. 27, TWP 25N., RGE 6E., W.M.
 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

EASEMENTS



BASIS OF BEARINGS
 BASIS OF BEARINGS N00°51'07"E BETWEEN THE FOUND MONUMENTS ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

HORIZONTAL DATUM
 NAD '83/'11 WASHINGTON NORTH ZONE

- EASEMENT LEGEND**
- (A) PUBLIC UTILITY EASEMENT
 - (B) PRIVATE ACCESS EASEMENT
 - (C) PRIVATE DRAINAGE EASEMENT
 - (D) PRIVATE WATER EASEMENT
 - (E) PRIVATE ACCESS & UTILITY EASEMENT
 - (F) S.P.W.S.D. WATER EASEMENT
 - (G) S.P.W.S.D. SEWER EASEMENT
 - (H) SENSITIVE AREA SETBACK

- LINE LEGEND**
- BUILDING SETBACK LINE (BSBL)
 - - - STREET SETBACK LINE
 - - - GARAGE SETBACK LINE
 - - - INTERIOR SETBACK LINE



FILE NO. FSUB2019-00298

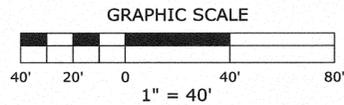


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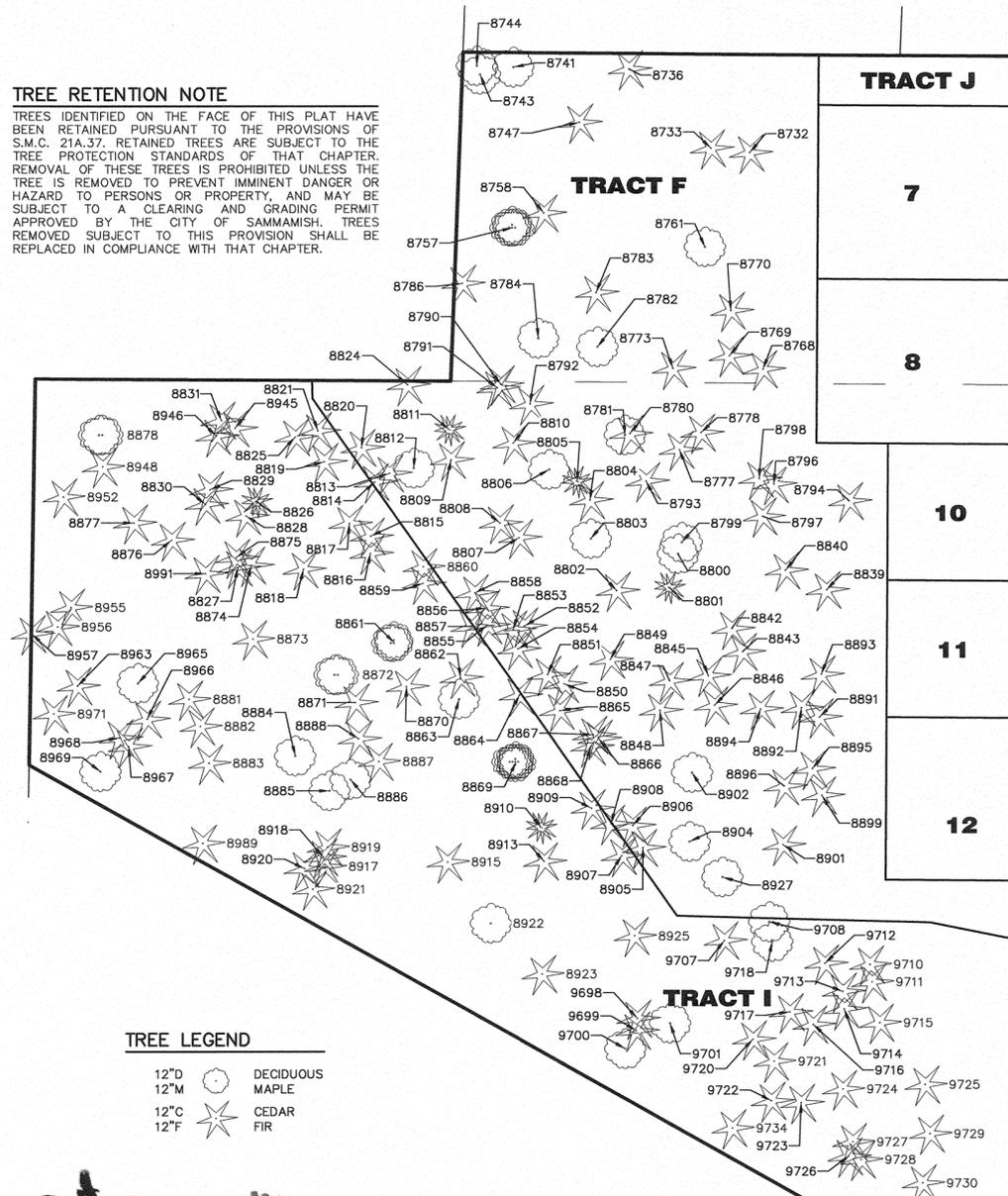
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 CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



TREE RETENTION DETAILS
 SCALE: 1" = 40'

TREE RETENTION NOTE

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF S.M.C. 21A.37. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF THAT CHAPTER. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH THAT CHAPTER.



TREE RETENTION TABLE	
TREE #	DBH & SPECIES
8577	24"C
8578	24"C
8580	24"C
8582	24"C
8583	24"C
8584	24"C
8585	34"C
8691	30"C
8692	27"C
8693	27"C
8696	12"C
8732	20"C
8733	27"C
8736	34"C
8741	8"M
8743	8"M
8744	7"M
8747	24"F
8757	29",14",2-24"D
8758	19"C
8761	21"D
8768	26"C
8769	44"C
8770	35"C
8773	12"C
8777	9"F
8778	16"C
8780	38"C
8781	16"M
8782	14"M
8783	13"C
8784	24"M
8786	17"C
8790	11"F
8791	12"F

TREE RETENTION TABLE	
TREE #	DBH & SPECIES
8792	10"F
8793	30"F
8794	28"C
8796	17"C
8797	48"C
8798	10"C
8799	30"M
8800	16"M
8801	24",12"C
8802	28"C
8803	20"M
8804	12"C
8805	10",6"C
8806	32"M
8807	26"F
8808	12"C
8809	20"F
8810	32"C
8811	22",8"C
8812	12"M
8813	20"F
8814	10"C
8815	18"C
8816	18"C
8817	15"C
8818	30"C
8819	20"C
8820	18"C
8821	10"C
8822	22"F
8825	14"C
8826	10",20"C
8827	34"F
8828	12"C
8829	24"C

TREE RETENTION TABLE	
TREE #	DBH & SPECIES
8830	16"F
8831	26"F
8839	10"C
8840	10"C
8842	40"C
8843	36"C
8845	20"C
8846	40"C
8847	16"C
8848	24"C
8849	24"C
8850	11"C
8851	24"C
8852	13"C
8853	8"C
8854	14"C
8855	14"C
8856	12"C
8857	14"C
8858	12"F
8859	24"C
8860	9"F
8861	9",12",14"M
8862	17"C
8863	24"M
8864	11"C
8865	9"C
8866	17"C
8867	20"C
8868	25"C
8869	8",9",14",15",15",18"M
8870	19"C
8871	20"M
8872	14",16"M
8873	18"C

TREE RETENTION TABLE	
TREE #	DBH & SPECIES
8874	19"F
8875	8"C
8876	30"C
8877	36"C
8878	20",29"M
8881	13"C
8882	28"F
8883	30"C
8884	17"M
8885	22"M
8886	19"M
8887	36"C
8888	36"C
8891	20"C
8892	12"C
8893	27"C
8894	8"C
8895	24"C
8896	24"C
8899	10"C
8901	30"C
8902	8"M
8904	16"M
8905	32"C
8906	16"C
8907	22"C
8908	13"C
8909	32"C
8910	7",10"C
8913	26"C
8915	36"C
8917	15"C
8918	22"F
8919	16"C
8920	25"C

TREE RETENTION TABLE	
TREE #	DBH & SPECIES
8921	30"C
8922	14"M
8923	38"C
8925	42"C
8927	24"M
8945	10"F
8946	16"F
8948	17"C
8952	17"F
8955	30"C
8956	36"C
8957	46"C
8963	40"C
8965	28"M
8966	13"F
8967	11"C
8968	34"F
8969	24"M
8971	8"C
8989	36"F
8991	11"F
9090	8"C
9091	12"C
9093	14"F
9094	14"C
9099	22"F
9100	9"C
9101	10"C
9102	17"C
9259	12"A
9285	12"A
9349	14"M
9350	22"M
9351	12"M
9401	14"C

TREE RETENTION TABLE	
TREE #	DBH & SPECIES
9698	36"C
9699	24"C
9700	10"M
9701	36"M
9707	29"C
9708	18"M
9710	26"C
9711	20"C
9712	20"F
9713	8"C
9714	28"C
9715	22"C
9716	28"C
9717	27"C
9718	20"M
9720	18"C
9721	22"C
9722	34"C
9723	12"C
9724	36"C
9725	36"C
9726	30"C
9727	20"C
9728	10"C
9729	18"C
9730	30"F
9734	32"C

TREE LEGEND

- 12"D DECIDUOUS
- 12"M MAPLE
- 12"C CEDAR
- 12"F FIR



FILE NO. FSUB2019-00298



Axis
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JOB NO. 17-156

DATE: 7/08/19

SHEET 7 OF 7

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Resolution to approve the 2019 King County Comprehensive Solid Waste Management Plan											
DATE SUBMITTED:	July 10, 2019											
DEPARTMENT:	Public Works											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Adopt the Resolution to approve the King County 2019 Comprehensive Solid Waste Plan by the City of Sammamish.											
EXHIBITS:	1. Exhibit 1 - Resolution adopting King County Solid Waste Plan											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$0.00</td> <td><input type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>N/A</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$0.00	<input type="checkbox"/> Approved in budget	Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required			<input type="checkbox"/> No budgetary impact
Total dollar amount	\$0.00	<input type="checkbox"/> Approved in budget										
Fund(s)	N/A	<input type="checkbox"/> Budget reallocation required										
		<input type="checkbox"/> No budgetary impact										
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input checked="" type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety											
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability											
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

NEEDED FROM COUNCIL:
Shall Council adopt the Resolution to approve the King County 2019 Comprehensive Solid Waste Management Plan by the City of Sammamish?

KEY FACTS AND INFORMATION SUMMARY:
The King County [Comprehensive Solid Waste Management Plan](#) (Plan) sets the strategies for managing solid waste and recycling in King County for the next six to 20 years. This Plan is required by the Revised Code of Washington [70.95](#). It will guide the actions by King County and the 37 partner cities, which includes the City of Sammamish, as it pertains to solid waste and recycling. The City of Sammamish currently has an [Interlocal Agreement](#) with King County Solid Waste until the year 2040.

The Comprehensive Solid Waste Management Plan has been approved by the Regional Policy Committee and County Council. King County is now seeking support and approval by the 37 represented Cities. The next step in obtaining the Department of Ecology's approval will occur if cities representing greater or equal to 75% of the population act in support of the Plan. The City has a deadline of September 16, 2019 to show support by Resolution. Once the County received the required minimum amount of support by the represented cities, the Plan will be forwarded to Ecology who will have 45 days to review and approve the Plan.

King County presented to the City Council during the [July 9th, 2019](#) Study Session on the details of the Plan and the benefits for approval. The Council provided direction to include the proposed Resolution for approval in the next regular council meeting.

FINANCIAL IMPACT:

There is no financial impact.

OTHER ALTERNATIVES CONSIDERED:

The City may choose not to show support by approving the King County Comprehensive Solid Waste Management Plan; however, the City will still be obligated to comply with the conditions in the ILA.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City of Sammamish Comprehensive Plan - Environment and Conservation Element

- Goal EC.1 – Serve as a leader in environmental stewardship of the natural environment for current and future generations.
- Policy EC.1.9 - Strive to minimize the City’s waste stream by reducing purchases, reusing and recycling material and promoting programs to encourage reduction, reuse and recycling.
- Policy EC.1.10 - Promote the disposal of all waste in a safe and responsible manner

**CITY OF SAMMAMISH
WASHINGTON**

RESOLUTION NO. R2019-_____

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, APPROVING THE 2019
COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN
FOR THE KING COUNTY SOLID WASTE SYSTEM**

WHEREAS, the purpose of the 2019 Comprehensive Solid Waste Management Plan (2019 Plan) is to plan for solid waste and materials reduction, collection, and handling and management services and programs in the geographic area for which King County has comprehensive planning authority for solid waste management by law or by interlocal agreement, or both; and

WHEREAS, the 2019 Plan was prepared in accordance with RCW70.95.080, which requires that each county within the state, in cooperation with the various cities located within such county, prepare and periodically update a coordinated, comprehensive solid waste management plan; and

WHEREAS, King County and all cities in King County except Seattle and Milton have executed the 2013 Amended and Restated Interlocal Agreement (“the Interlocal Agreement”). Under the Interlocal Agreement, King County serves as the planning authority for solid waste; and

WHEREAS, King County worked with the city representatives serving on the Metropolitan Solid Waste Management Advisory Committee to develop the 2019 Plan; and

WHEREAS, the 2019 Plan updates and replaces the 2001 Comprehensive Solid Waste Management Plan; and

WHEREAS, on April 17, 2019, the King County Regional Policy Committee, acting as the Metropolitan King County Council Solid Waste Interlocal Forum, recommended adoption of Ordinance 18893 to approve the 2019 Plan; and

WHEREAS, on April 24, 2019, the Metropolitan King County Council adopted Ordinance 18893, which approved the 2019 Plan; and

WHEREAS, the Interlocal Agreement sets a 120-day period for cities to take action on the 2019 Plan. The 2019 Plan cannot receive final approval unless cities representing at least 75 percent of the population of the cities that take action in the 120-day period approve the Plan. The 120-day period runs from receipt by a city of the 2019 Plan recommended by the Regional Policy Committee and approved by the Metropolitan King County Council; and

WHEREAS, after city approval, the 2019 Plan is further subject to final approval by the Washington State Department of Ecology;

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

Section 1. 2019 Plan Acceptance. The [King County 2019 Comprehensive Solid Waste Management Plan](#) is hereby approved.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2019.

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Grant Acceptance – Brian Abbot Fish Barrier Removal Board, George Davis Creek Fish Passage Project														
DATE SUBMITTED:	July 10, 2019														
DEPARTMENT:	Public Works														
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational														
RECOMMENDATION:	Authorize the City Manager to accept the Recreation and Conservation Office’s Brian Abbot Fish Barrier Removal Board Grant Agreement for the George Davis Creek Fish Passage Project in the amount of \$722,000.														
EXHIBITS:	1. Exhibit 1: Resolution: Grant Acceptance 2. Exhibit 2: Project Vicinity Map														
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$722,000</td> <td><input type="checkbox"/></td> <td>Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>438-472-595-40-63-00</td> <td><input checked="" type="checkbox"/></td> <td>Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/></td> <td>No budgetary impact</td> </tr> </table>			Total dollar amount	\$722,000	<input type="checkbox"/>	Approved in budget	Fund(s)	438-472-595-40-63-00	<input checked="" type="checkbox"/>	Budget reallocation required			<input type="checkbox"/>	No budgetary impact
Total dollar amount	\$722,000	<input type="checkbox"/>	Approved in budget												
Fund(s)	438-472-595-40-63-00	<input checked="" type="checkbox"/>	Budget reallocation required												
		<input type="checkbox"/>	No budgetary impact												
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input checked="" type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability				
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety														
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability														
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation														
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability														

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to accept the Brian Abbot Fish Barrier Removal Board Grant Agreement from the Recreation and Conservation Office for the George Davis Creek Fish Passage Project in the amount of \$722,000?

KEY FACTS AND INFORMATION SUMMARY:

The City has been awarded a Brian Abbot Fish Barrier Removal Board (FBRB) grant by the Washington State Recreation and Conservation Office (RCO) in the amount of \$722,000 for the George Davis Creek Fish Passage Project. This grant will be used to supplement the approved budget for project design.

FINANCIAL IMPACT:

The City’s approved 2019-2020 budget allocates \$2,450,000 for the project in the current biennium. This amount will not cover all expected costs of design, construction, and potential property acquisition, which will cost approximately \$6,100,000. City staff have applied for numerous other funding sources and grants to cover project costs above the City's budgeted amount. The table below shows a summary of these grants, including this RCO FBRB grant.

Grant/Fund Source	Amount	Status
City of Sammamish, 2019-2020 Budget	\$2,450,000	Budgeted
WA State Department of Commerce Direct Appropriation, 2019-2021 Budget	\$504,000	Committed
King County Conservation Futures Tax-Levy Program	\$2,000,000	Committed
Other grants*	\$466,000	Committed
RCO Brian Abbot Fish Barrier Removal Board, 2019-2021	\$722,000	Committed
Total	\$6,142,000	

*Includes 2019 Sub-Regional Opportunity Fund, and 2019-2020 King Conservation District Funds.

The RCO FBRB grant is one of several necessary grants providing funding for the George Davis Creek Fish Passage Project. Acceptance of this grant, and others, will allow the City to complete all phases of the Project.

OTHER ALTERNATIVES CONSIDERED:

If Council chooses not to authorize the City Manager to accept the grant agreement, other funding sources or budget reallocation will be necessary to complete the George Davis Creek Fish Passage Project.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City of Sammamish 2017-2022 Stormwater Capital Improvement Plan

City of Sammamish Storm and Surface Water Management Comprehensive Plan

Goal 4 – Promote the recovery of Lake Sammamish kokanee and other threatened or endangered salmonids

Action G.4.2.B Support Kokanee Work Group Blueprint and WRIA 8 Implementation Plan Projects

**CITY OF SAMMAMISH
WASHINGTON
Resolution NO. R2019 - ____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING APPLICATION FOR
FUNDING ASSISTANCE FOR A WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE (RCO),
BRIAN ABBOT FISH BARRIER REMOVAL BOARD
GRANT FOR THE GEORGE DAVIS CREEK FISH
PASSAGE PROJECT.**

WHEREAS, state grant assistance is requested by the City of Sammamish to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

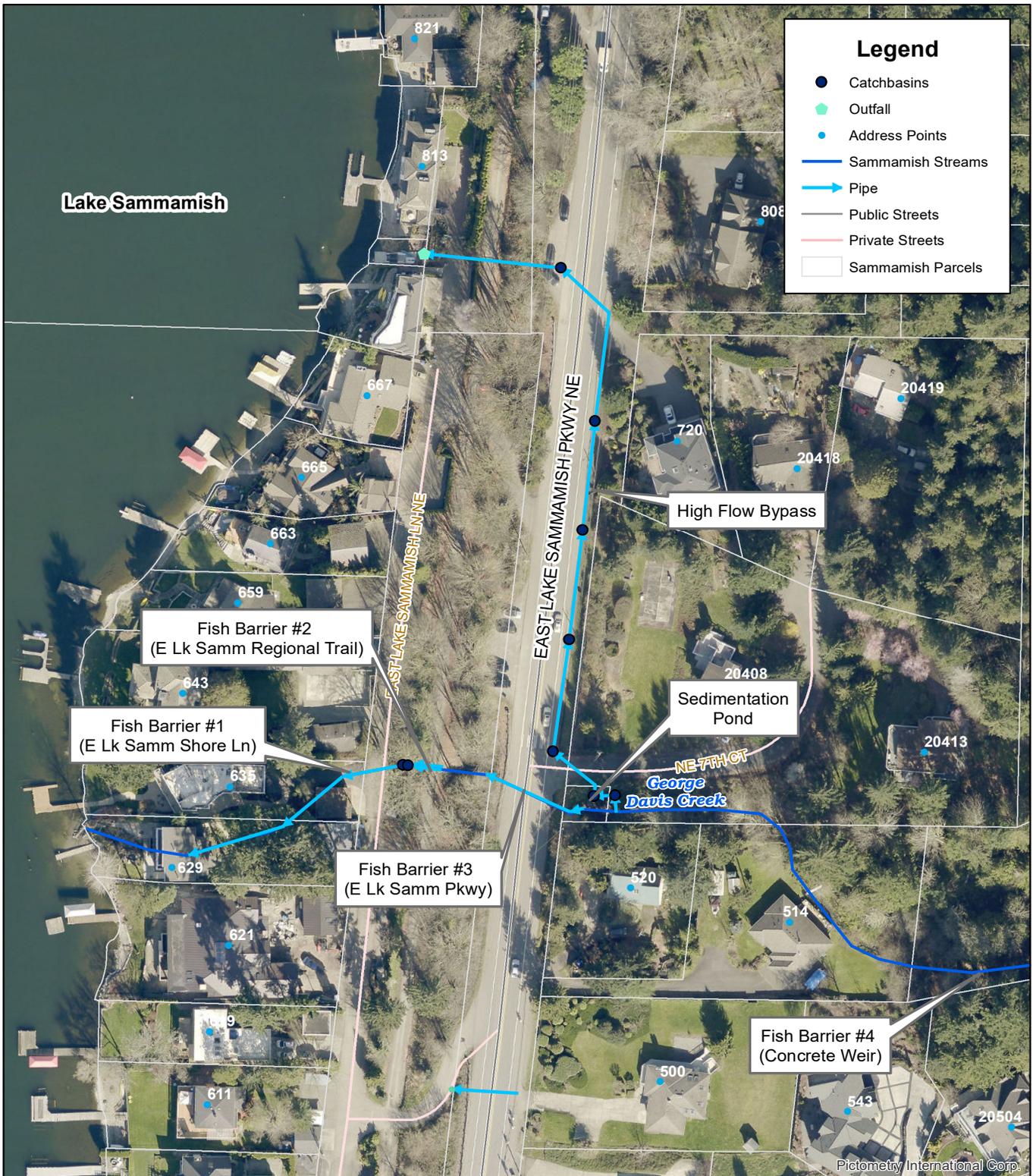
1. The City of Sammamish (“City”) has applied for or intends to apply for funding assistance managed by the Office for the George Davis Creek Fish Passage Project (“Project”) above Project.
2. Rick Rudometkin, City Manager, is authorized to act as a representative/agent for the City with full authority to bind the organization regarding all matters related to the Project, including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of the City, (3) sign any amendments thereto, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. The City of Sammamish has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City understands and acknowledges that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if the City’s representative/agent enters into a project agreement. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. The City of Sammamish acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary.
6. The City of Sammamish understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.
7. The City of Sammamish further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. The City also acknowledges and accepts that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with City authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. The City acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay on only a reimbursement basis. A reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. The City certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by City Council:
Resolution No.



**Exhibit 1: Vicinity Map
George Davis Creek
Fish Passage Project**

Document Path: P:\GIS_Server\Users\DanikaG\2017\StormMap\MAPS\StormMap_Master_DRAFT.mxd / DGIobokar / 7/6/2018

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Grant Acceptance – Brian Abbot Fish Barrier Removal Board, Ebright Creek Fish Passage Project		
DATE SUBMITTED:	July 10, 2019		
DEPARTMENT:	Public Works		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the City Manager to accept the Recreation and Conservation Office’s Brian Abbot Fish Barrier Removal Board Grant Agreement for the Ebright Creek Fish Passage Project in the amount of \$352,000.		
EXHIBITS:	1. Exhibit 1: Resolution: Grant Acceptance 2. Exhibit 2: Project Vicinity Map		
BUDGET:			
Total dollar amount	\$352,000	<input type="checkbox"/>	Approved in budget
Fund(s)	438-473-595-40-63-00	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the City of Sammamish authorize the City Manager to accept the grant agreement from the Recreation and Conservation Office, Brian Abbot Fish Barrier Removal Board, for the Ebright Creek Fish Passage Project in the amount of \$352,000?

KEY FACTS AND INFORMATION SUMMARY:

The City has been awarded the Brian Abbot Fish Barrier Removal Board (FBRB) grant by the Washington State Recreation and Conservation Office (RCO) in the amount of \$352,000 for the Ebright Creek Fish Passage Project. This grant will be used to supplement the approved budget for project design.

FINANCIAL IMPACT:

The City’s approved 2019-2020 budget allocates \$350,000 for the Project in the current biennium. The approved 2017 Stormwater Rate study programed in an additional \$850,000 for the Project in the 2021-2022 City budget, subject to approval by City Council. This amount will not cover all expected costs of design and construction which is approximately \$2,000,000. City staff has applied for grants to cover project costs above the City's budgeted amount. The table below shows a summary of funding sources, including this RCO FBRB grant.

Grant/Fund Source	Amount	Status
City of Sammamish, 2019-2020 Budget	\$350,000	Approved
City of Sammamish, 2021-2022 Budget	\$850,000	Fund Endorsed
RCO Brian Abbot Fish Barrier Removal Board, 2019-2021	\$352,000	Committed
Total	\$1,552,000	

The RCO FBRB grant is necessary to provide additional funding for the Ebright Creek Fish Passage Project. Staff have identified several additional grant funding sources and will be applying for those opportunities within the next year. Acceptance of this grant, and others, will allow the City to complete all phases of the Project.

OTHER ALTERNATIVES CONSIDERED:

If Council chooses not to authorize the City Manager to accept the grant agreement, other funding sources or budget reallocation will be necessary to complete the Ebright Creek Fish Passage Project.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City of Sammamish 2017-2022 Stormwater Capital Improvement Plan

City of Sammamish Storm and Surface Water Management Comprehensive Plan

Goal 4 – Promote the recovery of Lake Sammamish kokanee and other threatened or endangered salmonids

Action G.4.2.B Support Kokanee Work Group Blueprint and WRIA 8 Implementation Plan Projects

**CITY OF SAMMAMISH
WASHINGTON
Resolution NO. R2019 - ____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING APPLICATION FOR
FUNDING ASSISTANCE FOR A WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE (RCO),
BRIAN ABBOT FISH BARRIER REMOVAL BOARD
GRANT FOR THE EBRIGHT CREEK FISH PASSAGE
PROJECT.**

WHEREAS, state grant assistance is requested by the City of Sammamish to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Sammamish (“City”) has applied for or intends to apply for funding assistance managed by the Office for the Ebright Creek Fish Passage Project (“Project”) above Project.
2. Rick Rudometkin, City Manager, is authorized to act as a representative/agent for the City with full authority to bind the organization regarding all matters related to the Project, including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of the City, (3) sign any amendments thereto, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. The City of Sammamish has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. The City understands and acknowledges that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if the City’s representative/agent enters into a project agreement. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. The City of Sammamish acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on

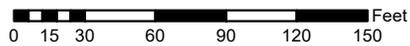
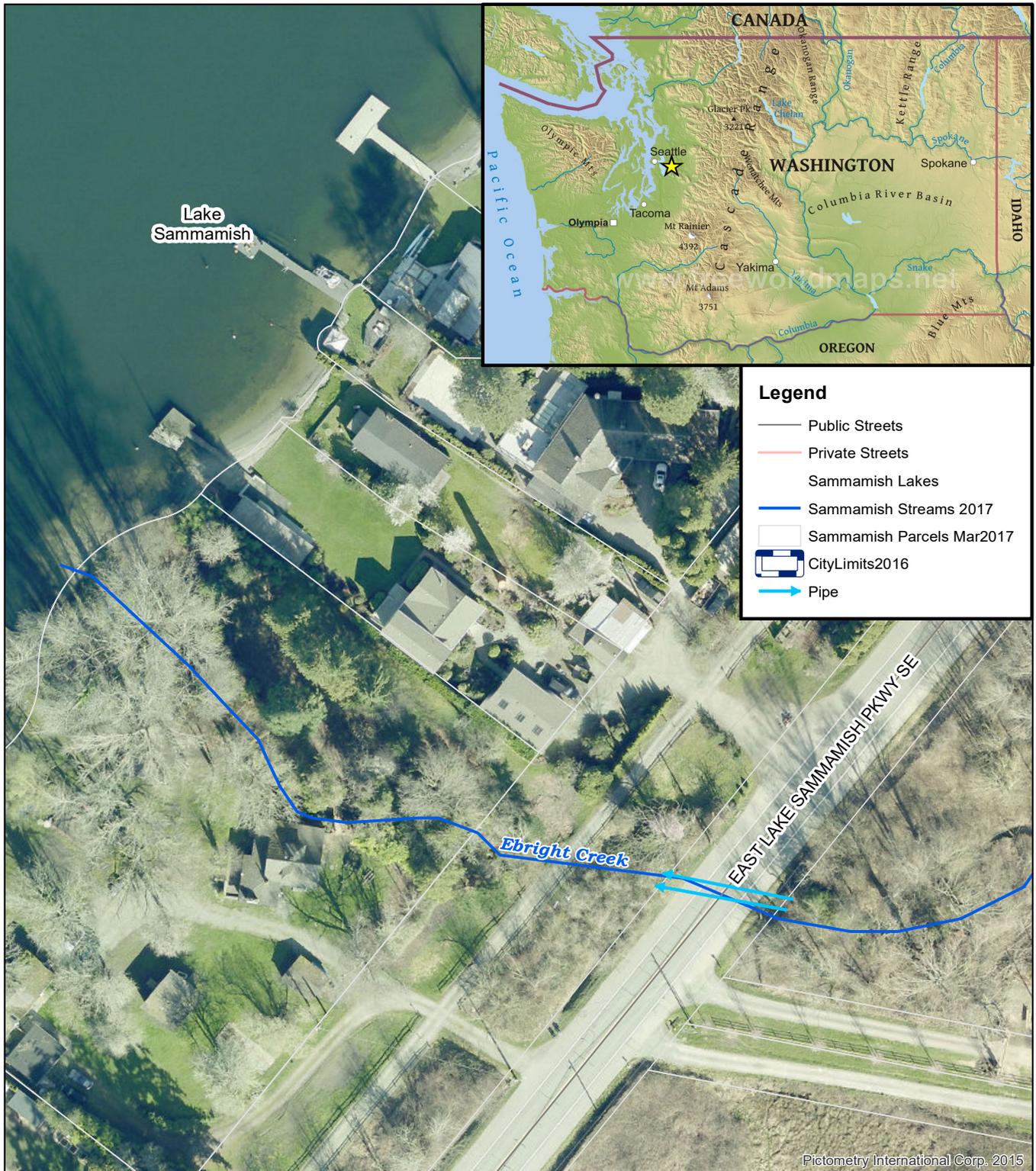
its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary.
6. The City of Sammamish understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of the City.
7. The City of Sammamish further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. The City also acknowledges and accepts that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with City authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. The City acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay on only a reimbursement basis. A reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. The City certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by City Council:
Resolution No.



Ebright Creek Culvert Replacement Project

Vicinity Map

Document Path: P:\GIS_Server\Users\DanikaG\2017\StormMap\MAPS\StormMap_Master_DRAFT.mxd / DGlobokar / 3/27/2018

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Final Project Acceptance: 2018 Pavement Program - Overlay: Contract #C2018-168	
DATE SUBMITTED:	July 08, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Adopt a resolution accepting the 2018 Pavement Program - Overlay project by Watson Asphalt Paving Co., Inc. as complete.	
EXHIBITS:	1. Exhibit 1 - Final Acceptance Resolution 2. Exhibit 2 - Final Voucher	
BUDGET:		
Total dollar amount	\$2,322,929.82	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Overlay & Pavement Preservation - Roadway, 101-000-542-30-48-51	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall Council accept the 2018 Pavement Program - Overlay project with Watson Asphalt Paving Co., Inc. as complete?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

All work for the 2018 Pavement Program - Overlay project has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor.

Background:

On June 5th, 2018 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Watson Asphalt Paving Co., Inc. for construction of the 2018 Pavement Program - Overlay project in an amount not to exceed \$2,472,770.13 and to administer a construction contingency in the amount of \$247,277.00.

The project commenced on November 7th, 2018, and was completed on March 14th, 2019.

FINANCIAL IMPACT:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures, by budget number, is provided below.

Contract Expenditures (101-000-542-30-48-51):

Initial Contract	\$ 2,472,770.13
Change Order 1	- \$ <u>149,840.31</u>
Final Completed Contract	\$ <u>2,322,929.82</u>

The total contract amount was within the council authorized total.

OTHER ALTERNATIVES CONSIDERED:

No alternatives. The project has been deemed complete and final authorization is needed to complete the close-out paperwork.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2019-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2018 PAVEMENT
PROGRAM - OVERLAY AS COMPLETE**

WHEREAS, at the Regular Council meeting on June 5, 2018, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the 2018 Pavement Program - Overlay project (“the Project”); and

WHEREAS, the City Manager executed contract C2018-168 for construction of the Project with Watson Asphalt Paving Co., Inc.; and

WHEREAS, the Project was substantially completed by Watson Asphalt Paving Co, Inc. on March 14, 2019; and

WHEREAS, the City Council now wishes to accept the work on the Project as complete;

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

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2018 Pavement Program – Overlay Project as complete.

Section 2. Authorization of Contract Closure Process. The 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 __ DAY OF JULY 2019.**

CITY OF SAMMAMISH

Mayor Christie Malchow

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

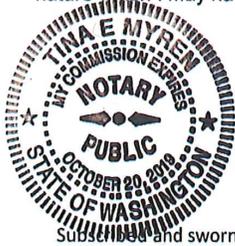


Final Contract Voucher Certificate

Contractor Watson Asphalt Paving Co., Inc.			
Street Address PO Box 845			
City Redmond	State WA	Zip 98073	Date 7/3/2019
City Project Number N/A	Federal Aid Project Number N/A	City Contract Number C2018-168	
Contract Title 2018 Pavement Program – Overlay			
Date Work Physically Completed 3/14/2019		Final Amount \$2,322,929.82	

Contractor's Certification

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



X [Signature]
Contractor Authorized Signature Required

Rick Schroeder
Print Signature Name

Subscribed and sworn to before me this 3rd day of July 20 19

X [Signature] Notary Public in and for the State of WA

residing at Kirkland

City of Sammamish

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

X Ben Rush
Project Engineer/Project Administrator

X [Signature] Approved Date 7/8/19
City Engineer

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

Agenda Bill
City Council Regular Meeting
July 16, 2019



SUBJECT:	Beaton Hill Park - House Demolition Bid Award Authorization	
DATE SUBMITTED:	July 05, 2019	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a construction contract for the demolition of the Beaton house in an amount not to exceed \$120,000.	
EXHIBITS:	1. Exhibit 1 - Site Map	
BUDGET:		
Total dollar amount	\$120,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the City Council authorize the City Manager to execute a construction contract with the lowest responsive and responsible bidder for the Beaton Hill Park House Demolition project?

KEY FACTS AND INFORMATION SUMMARY:

Summary:
 The House Demolition project includes erosion and sediment control, tree protection, asbestos abatement, demolition, clearing and grading, removal of existing vegetation, earthwork, and abandonment of two septic tanks.

Bids for the project are being solicited via the small works roster and will be due around July 24, 2019. As the bid opening is scheduled to take place after the last City Council meeting before the August recess, staff are requesting authorization from the City Council to award the contract at the end of July.

This requested authorization amount will allow the City Manager to award the bid to the lowest responsive and responsible bidder in an amount not to exceed \$120,000. The engineer's estimate for this project is \$90,000.

It is anticipated this construction work will take approximately 30 calendar days to complete, concluding sometime in early September. As with all construction projects, it is our desire to take advantage of as much of the dry season as possible. We will gain approximately 4 to 5 additional weeks of the summer construction season by awarding this contract at the end of July.

Background:

The parcels were purchased by the City in fall 2018 and are located at 612 and 710 218th Avenue SE, Sammamish, WA 98074. Together, they measure a total of 9.32 acres. The property is effectively vacant land with rolling topography, mature trees and cleared areas. The single family residence on site was built in 1943 and is in a state of disrepair. Staff recommend that the residence be demolished because the property will continue to deteriorate as it remains vacant and may pose safety concerns as there is no surveillance on the property. Over the summer, the City's maintenance crew will be completing routine maintenance on the property, in addition to demolishing some of the accessory structures which are also in very poor condition. This work is scheduled to finish prior to the house demolition.

There are no other planning efforts or improvements budgeted for at this time.

FINANCIAL IMPACT:

The total authorization amount requested for this contract is not to exceed \$120,000. This includes the engineer's estimate of \$90,000 + WSST and a 20% construction contingency.

Costs associated with the demolition of the Beaton house may be expended to the Land Acquisition budget if completed within 12 months of property acquisition. A total of \$1 million is allocated in the 2019-2020 Parks Capital Improvement Plan (CIP) budget for Land Acquisition.

OTHER ALTERNATIVES CONSIDERED:

City Council could choose not to authorize the City Manager to execute a demolition contract. If a contract is not authorized, the house will continue to stay vacant and deteriorate. Because of its current state, the home will need to be demolished prior to any future park improvements.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[2018 Parks, Recreation and Open Space \(PRO\) Plan](#)



Beaton Hill Park Site Map



Agenda Bill
 City Council Regular Meeting
 July 16, 2019



SUBJECT:	Beaver Lake Maintenance Shop Roof Replacement Project		
DATE SUBMITTED:	July 01, 2019		
DEPARTMENT:	Parks & Recreation		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the City Manager to execute a contract for the Beaver Lake Maintenance Shop Roof Replacement Project provided a qualified bid and responsible contractor responds during the July 11, 2019 bid process.		
EXHIBITS:	1. Exhibit 1 - COVER SHEET 2. Exhibit 2 - ROOF PLAN		
BUDGET:			
Total dollar amount	\$165,000	<input type="checkbox"/>	Approved in budget
Fund(s)	001-019-518-30-48-00	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:
 Should the Council authorize the City Manager to enter into a contract with responsible bidder on a Not-to-Exceed amount for the Beaver Lake Maintenance Shop Roof Replacement Project.

KEY FACTS AND INFORMATION SUMMARY:
 The Beaver Lake Maintenance Facility was constructed in 1989 and transferred to the City in January, 2003. from King County. The facility has an original 30 years old metal roofing that is failing needs to be replaced. If it is not replaced, there will be damage and deterioration to the interior building and structure. The project was originally was bid through a small works roster on May 30, 2019, but the city did not received any bids. The project was put out to bid a second time June 17, 2019 with bids

closing on July 11, 2019. Due to the timing of the July 16, 2019 council packets material submittal deadline and the necessity to complete this work as soon as possible, staff is requesting the Council to authorize the City Manager to enter into a contract on a Not-To-Exceed amount provided a qualified and responsible bidder is selected from the bidding process.

FINANCIAL IMPACT:

BARS code: 001-019-518-30-48-00

Amount: \$ 150,000 + 10% Tax = \$165,000

OTHER ALTERNATIVES CONSIDERED:

This repair is required to keep the integrity of the structure. If the repairs are not complete, damage will occur to the building which will result in higher repair costs and the possibility of making the facility unusable. The current Maintenance and Operations Center (MOC) is beyond capacity and the Beaver Lake Maintenance shop is the only additional maintenance facility available for equipment and materials storage.



The
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BEAVER LAKE MAINTENANCE SHOP
ROOF REPLACEMENT

25005 SE 24th St, SAMMAMISH, WA 98075

BEAVER LAKE MAINTENANCE SHOP ROOF REPLACEMENT

25005 SE 24th St, SAMMAMISH, WA 98075

REBID SET

6/10/2019

ABBREVIATIONS	
ACOUS.	ACOUSTICAL
ACW	ALUMINUM CLAD WOOD
A.D.	AREA DRAIN
A.F.F.	ABOVE FINISHED FLOOR
A.H.J.	AUTHORITY HAVING JURISDICTION
AGGR.	AGGREGATE
AL	ALUMINUM
ALUM.	ALUMINUM
ARCH.	ARCHITECTURAL
ASB.	ASBESTOS
ASPH.	ASPHALT
BD.	BOARD
BLDG.	BUILDING
BLKG.	BLOCKING
BM.	BEAM
B.O.	BOTTOM OF
BOT.	BOTTOM
C.B.	CATCH BASIN
CLG.	CEILING
CLKG.	CAULKING
CL.	CLOSET
CLR.	CLEAR
C.M.U.	CONCRETE MASONRY UNIT
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
CPRSN.	COMPRESSION
C.S.	CRAWL SPACE
DBL.	DOUBLE
DTL.	DETAIL
D.F.	DRINKING FOUNTAIN
DIA.	DIAMETER
DIM.	DIMENSION
DISP.	DISPENSERS
DN	DOWN
DR	DOOR
DS.	DOWNSPOUT
DWG.	DRAWING
EA.	EACH
E.J.	EXPANSION JOINT
EL.	ELEVATION
ELECT.	ELECTRICAL
EMER.	EMERGENCY
E.P.	ELECTRICAL PANELBOARD
EQ.	EQUAL
EQPT.	EQUIPMENT
(E), E	EXISTING
EXST.	EXISTING
EXPO.	EXPOSED
EXT.	EXTERIOR
E.I.F.S.	EXT. INSUL. FINISH SYSTEM
FDN.	FOUNDATION
F.E.	FIRE EXTINGUISHER
F.E.C.	FIRE EXTINGUISHER CABINET
F.F.	FINISH FLOOR
F.H.	FIRE HOSE
FIN.	FINISH
FL.	FLOOR
FLASH.	FLASHING
FLUOR.	FLUORESCENT
F.O.	FACE OF
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.I.C.	FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
F.O.I.O.	FURNISHED BY OWNER AND INSTALLED BY OWNER
F.O.S.	FACE OF STUDS
F.O.W.	FACE OF WALL
FPF.	FIREPROOF
F.R.T.	FIRE RETARDANT TREATED
F.S.	FLOOR SINK
FT.	FOOT OR FEET
FTS.	FOOTING
FURR.	FURRING
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GLS	GLASS
GL	GLAZED/GLAZING
G.L.B.	GLUE LAM BEAM
G.S.B.	GYPNUM SHEATHING BOARD
GWB	GYPNUM WALL BOARD
GYP	GYPNUM
H.B.	HOSE BIB
H.C.	HOLLOW CORE
HW.	HARDWOOD
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
HOR.	HOUR
HGT.	HEIGHT
H.W.H.	HOT WATER HEATER
I.B.C.	INTERNATIONAL BUILDING CODE
INSUL.	INSULATION
INT., INTER.	INTERIOR
JAN.	JANITOR
LAM.	LAMINATE
LH	LEFT HAND
MAX.	MAXIMUM
MECH.	MECHANICAL
MTL.	METAL
MFR.	MANUFACTURER
MH.	MANHOLE
MIN.	MINIMUM
MIR.	MIRROR
MISC.	MISCELLANEOUS
N.I.C.	NOT IN CONTRACT
NO. #	NUMBER
N.T.S.	NOT TO SCALE
O/	OVER
O.C.	ON CENTER
O.H.	OVER HEAD
PERF.	PERFORATED
P.LAM.	PLASTIC LAMINATE
PLWD.	PLYWOOD
PR.	PAIR
P.T.	PRESSURE TREATED
P.T.D.	PAPER TOWEL DISPENSER
QUAN.	QUANTITY
R	RISERS
RAD.	RADIUS
R.D.	ROOF DRAIN
REF.	REFRIGERATOR
REINF.	REINFORCED, REINFORCING
REQ.	REQUIRED
RH	RIGHT HAND
ROOM	ROOM
R.O.	ROUGH OPENING
S.A.M.	SELF ADHERED MEMBRANE
S.C./SC	SOLID CORE
SF, S.F.	SQUARE FEET
SH.	SHEET
SHEATH.	SHEATHING
SHLF.	SHELF
SIM.	SIMILAR
SPEC.	SPECIFICATION
SO.	SQUARE
ST	STAINSTAINED
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
T	TREADS
TEMP.	TEMPERED
T.S.	TUBE STEEL
T.P.H.	TOILET PAPER HOLDER
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
V.B.	VAPOR BARRIER
W.C.	WATER CLOSET
WOOD	WOOD
W/	WITH
W/O	WITHOUT
WP.	WATERPROOF OR WATERPROOFING
WRB	WATER RESISTANT BARRIER
WSCOT	WAINSCOT

GENERAL NOTES	
1.	IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FULLY AWARE OF ANY AND ALL CONDITIONS RELATED TO THE SITE AND EXISTING BUILDING CONDITIONS THAT MAY AFFECT THE COST OR SCHEDULING OF CONSTRUCTION ACTIVITIES. PRIOR TO SUBMITTING A BID, CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE INCLUDING THOSE SHOWN ON RECORD DRAWINGS, AND CONDITIONS RELATED TO THE LOCATION OF EXISTING UTILITIES AND SERVICES BEFORE COMMENCING WORK AND BE RESPONSIBLE FOR THE ABOVE. ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.
2.	DO NOT SCALE DRAWINGS OR DETAILS - USE GIVEN DIMENSIONS. CHECK DETAILS FOR LOCATION OF ALL ITEMS NOT DIMENSIONED ON PLANS. DIMENSIONS ON PLANS ARE TO FACE OF EXISTING FINISHES, FACE OF NEW STUDS, DOOR AND WINDOW OPENINGS, GRIDLINE OR CENTERLINE. U.N.O. NEW DOORS AND CASED OPENINGS WITHOUT DIMENSIONS ARE TO BE (4:5) FROM FACE OF ADJACENT WALL ON THE HINGE SIDE OF DOOR.
3.	THE DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION, WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO REVIEW AND APPROVAL BY THE ARCHITECT AND THE STRUCTURAL ENGINEER.
4.	BUILDING SYSTEMS AND COMPONENTS NOT SPECIFICALLY DETAILED SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY THE ARCHITECT OF ANY RESULTING CONFLICTS.
5.	ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODES AND ORDINANCES. IN CASE OF ANY CONFLICT WHEREIN THE METHODS OR STANDARDS OF INSTALLATION OR THE MATERIALS SPECIFIED DO NOT EQUAL OR EXCEED THE REQUIREMENTS OF THE LAWS OR ORDINANCES, THE LAWS OR ORDINANCES SHALL GOVERN. CONFORM TO AGENCY INSPECTOR'S COMMENTS AND CORRECTIONS. NOTIFY THE ARCHITECT OF ALL CONFLICTS IMMEDIATELY & BEFORE PROCEEDING, AND ESPECIALLY IF INSPECTOR'S REQUIREMENTS CHANGE OR ADD TO APPROVED PLANS AND CONTRACT DOCUMENTS.
6.	COORDINATE ALL OPERATIONS SUCH AS AREAS USED FOR MATERIAL STORAGE, PARKING, ACCESS TO AND FROM WORK AND TIMING OF WORK WITH THE ARCHITECT AND OWNER.
7.	THE BUILDING SHALL BE OCCUPIED DURING CONSTRUCTION. MAINTAIN EXITING FROM OCCUPIED AREAS. COORDINATE PHASING PLAN, HOURS OF OPERATIONS, PARKING, ETC. WITH OWNER.
8.	INSTALL DUST BARRIERS, BARRICADES, GUARDS AND OTHER PROTECTION AS REQUIRED TO PROTECT OCCUPANTS, INSTALLED FINISHES AND FACILITIES.
9.	CONTRACTOR SHALL PROVIDE TEMPORARY BRACING FOR STRUCTURE AND STRUCTURAL COMPONENTS UNTIL ALL FINAL CONNECTIONS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE PLANS.
10.	ALL WOOD FRAMING DETAILS AND CONNECTIONS (SHOWN AND NOT SHOWN) SHALL BE CONSTRUCTED TO CODE STANDARDS.
11.	ALL WOOD IN DIRECT CONTACT WITH CONCRETE, OR EXPOSED TO WEATHER, OR GRIDDERS LESS THAN 18" FROM GRADE SHALL BE PRESSURE TREATED WITH AN APPROVED PRESERVATIVE & SHALL BE IDENTIFIED WITH THE STAMP OF THE AMERICAN WOOD PRESERVERS INSTITUTE. USE BUILDING PAPER @ JOIST ENDS TO PREVENT CONTACT WITH CONCRETE.
12.	SHOULD A BIDDER FIND DISCREPANCIES IN, OR OMISSIONS FROM, THE DRAWINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, OR BE IN DOUBT AS TO THEIR MEANING, HE/SHE SHOULD AT ONCE NOTIFY THE ARCHITECT IN WRITING, WHO WILL SEND WRITTEN INSTRUCTIONS OR ADDENDA TO ALL BIDDERS. IF CLARIFICATIONS ARE NOT PROVIDED, THE BIDDER MUST INCLUDE IN THE BID THE MORE EXPENSIVE ALTERNATIVE ITEM, PRODUCT, SYSTEM, METHOD, APPROACH, ETC. NEEDED TO COMPLETE THE WORK.

ZONING CODE DATA	
ZONING CLASSIFICATION:	R-4
ADJACENT LAND USE:	NORTH: STREET SOUTH: R EAST: BEAVER LAKE WEST: STREET
SETBACK REQUIREMENTS:	STREET: 10'-0" INTERIOR SETBACKS: 5'-0"/7'-0"/15'-0"
MAX BLDG HEIGHT:	35'-0"/45'-0"
MAX LOT COVERAGE ALLOWED:	40%
MAX IMPERVIOUS AREA ALLOWED:	N/A

VICINITY MAP	

DRAWING INDEX	
SHEET #	SHEET NAME
A0.0	COVER SHEET
A2.0	ROOF PLAN

BUILDING CODE DATA	
BUILDING CODES:	2015 INTERNATIONAL BUILDING CODE
OCCUPANCY GROUP (PER IBC 302):	S-2
CONSTRUCTION TYPE (PER IBC 602):	V-B
ALLOWABLE HEIGHT (PER TABLE 504.3):	40'-0"
PROPOSED HEIGHT:	UNCHANGED
ALLOWABLE AREA (PER TABLE 506.2):	13,500 SF
PROPOSED AREA:	UNCHANGED
FIRE SUPPRESSION:	NO SPRINKLERS
FIRE ALARM:	NO FIRE ALARM
SEISMIC ZONE:	D
NUMBER OF EXITS PROVIDED:	3

PROJECT DIRECTORY	
OWNER & LOCAL JURISDICTION CITY OF SAMMAMISH 801 228TH AVE SE SAMMAMISH, WA 98075 P: 425-295-0559 CONTACT: SEVDA BARAN EMAIL: sbaran@sammamish.us	
APPLICANT/ARCHITECT THE DRIFTMIER ARCHITECTS, P.S. 7983 LEARY WAY NE REDMOND, WA 98052 P: (425) 881-7506 CONTACT: LEE DRIFTMIER EMAIL: lee@driftmier.com	

PROJECT DATA	
PROJECT ADDRESS:	25005 SE 24TH ST SAMMAMISH, WA 98075
PARCEL NUMBER:	112406-9006
SITE AREA:	3,615,480 SF (83 ACRES)
BUILDING AREA:	1,680 SF
NUMBER OF STORIES:	1
BUILDING HEIGHT:	21' - 8"

PROJECT DESCRIPTION	
REMOVE EXISTING ROOFING, INSULATION, GUTTERS, DOWNSPOUTS AND SKYLIGHT. INSTALL NEW ROOFING SYSTEM, GUTTERS, DOWNSPOUTS, SNOW GUARDS AND FALL PROTECTION SYSTEM.	

TESC INFO	
GENERAL NOTES	
1. ANY EXCAVATION MATERIAL REMOVED FROM THE CONSTRUCTION SITE SHALL BE DEPOSITED AT AN APPROVED SITE.	
2. ALL WORK LISTED BELOW IS THE MINIMUM REQUIREMENT. AN EROSION CONTROL SYSTEM USING THE FOLLOWING BMP'S (BEST MANAGEMENT PRACTICE) IS TO BE INSTALLED PRIOR TO ANY CLEARING OR GRADING. ADDITIONAL EROSION CONTROLS MAY BE REQUIRED BY THE ENGINEER AS WEATHER AND FIELD CONDITIONS DICTATE. THESE BMP'S ARE BASED ON THE WASHINGTON STATE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON.	
TEMPORARY EROSION CONTROLS	
CLEARING SHALL BE LIMITED TO THE AREA OF CONSTRUCTION ACTIVITY. DURING WET WEATHER SEASON (OCTOBER 1 THROUGH APRIL 30) THE TIME OF DISTURBED SOIL EXPOSURE SHALL NOT EXCEED 24 HOURS. FROM MAY 1 TO SEPTEMBER 30 THE TIME OF EXPOSURE SHALL NOT BE MORE THAN 5 DAYS. EXPOSED SOIL MUST BE COVERED AT THE END OF THE CONSTRUCTION WEEK AND ALSO THE THREAT OF RAIN. THE CONTRACTOR SHALL HAVE SUFFICIENT AMOUNT OF MATERIALS FOR THE FOLLOWING BMP'S TO PROVIDE EROSION CONTROL FOR THE SITE AND EMERGENCY PURPOSES: PLASTIC COVERINGS, TEMPORARY CONSTRUCTION EXIT, & SILT FENCE.	
SEDIMENT TRAPPING	
DEWATERING DEVICE SHALL BE DISCHARGED WHERE SEDIMENT, AND/OR OTHER POLLUTANTS, WILL NOT ENTER THE DRAINAGE SYSTEM. PER DEPARTMENT OF ECOLOGY GUIDELINES, WASTEWATER FROM PORTLAND CEMENT CONCRETE, MASONRY, AND ASPHALT CONCRETE CUTTING OPERATIONS SHALL NOT BE DISCHARGED TO STORM DRAINAGE SYSTEMS OR SURFACE WATERS. A HOLDING AREA AWAY FROM THE SEDIMENT POND MUST BE PROVIDED FOR CONCRETE EFFLUENT. SEDIMENT AND GRIT CONTAMINATION FROM CUTTING OPERATIONS SHALL BE PREVENTED FROM ENTERING THE STORM DRAINAGE SYSTEM OR SURFACE WATERS. SYSTEMS OF SEDIMENT TRAPPING INCLUDE BUT NOT LIMITED TO CATCH BASIN INSERTS & STRAW BALE CHECK DAMS.	
TESC PLAN AND WRITTEN CONSTRUCTION SEQUENCE	
A TEMPORARY EROSION & CONTROL PLAN AND WRITTEN CONSTRUCTION SEQUENCE DESCRIBING HOW CONSTRUCTION AND EROSION CONTROL WILL PROGRESS, RESTORATION BY SECTION, AND PROTECTION OF STOCKPILE AREAS WILL BE REQUIRED. THE CONSTRUCTION SEQUENCE WILL BE REVIEWED WITH THE ARCHITECT PRIOR TO CONSTRUCTION.	
BMP MAINTENANCE	
REGULARLY INSPECT, INCLUDING ON WEEKENDS, ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION BMP'S AND MAINTAIN THEM PER THE WASHINGTON STATE STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON AND THE DEVELOPMENT STANDARDS SO THAT THEY FUNCTION AS INTENDED UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED, AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.	
PERMANENT EROSION CONTROL	
ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED USING THE FOLLOWING METHODS: HYDROSEEDING, HANDSEEDING, LANDSCAPING, REVEGETATION, & MULCHING.	

LEGAL DESCRIPTION	
NE 1/4 OF NW 1/4 LESS BEG 750 FT E OF SW COR THOF TH N 57-58-00 E 140 FT ML TO SH OF SWAMP LAKE TH SLY ALG LK SH 80 FT ML TO S LN OF SD NE 1/4 OF NW 1/4 TH W 146 FT TO BEG LESS POR LY SELY OF SWAMP LAKE LESS CO RD & NW 1/4 OF NW 1/4 SUBJ TO TRANS LN ESMT & SUBJ TO GAS PL ESMT & POR OF GL 3 IN NE 1/4 LY NLY OF CHANNEL CONNECTING BEAVER LK WITH SWAMP LK LESS CO RD & POR VAC ST ADJ	

SITE PLAN	

SYMBOLS DIRECTORY			
GRIDLINE	0	BUILDING SECTION	1 A8.3
WALL SECTION	A8.3	MATCH LINE	1
ELEVATION MARK	1 A1.0	INTERIOR ELEVATION	1 A5.0
DETAIL	1 A1.0	REVISION MARK	1
DETAIL	1 A1.0	CENTERLINE	---
WINDOW MARKER	A	NEW & EXISTING CONTOURS	NEW EXISTING
PARTITION TYPE	A	CUT LINE	---
DOOR NUMBER	4	EXTERIOR ELEVATION	1 A3.0
PLUMBING FIXTURE TAG	A		



REVISION SCHEDULE		
NO.	TYPE REVISION	DATE

ISSUE:	REBID SET
ISSUE DATE:	6/10/2019
DRAWN BY:	FP
PROJECT MANAGER:	LRO
PROJECT NUMBER:	21903

SHEET NAME:	COVER SHEET
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SHEET NUMBER:	A0.0
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The Driftmier Architects, PS

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Redmond, WA 98052
(425) 881-7506
mail@driftmier.com

**BEAVER LAKE MAINTENANCE SHOP
ROOF REPLACEMENT**

25005 SE 24th St, SAMMAMISH, WA 98075



REVISION SCHEDULE		
NO.	TYPE	REVISION DATE

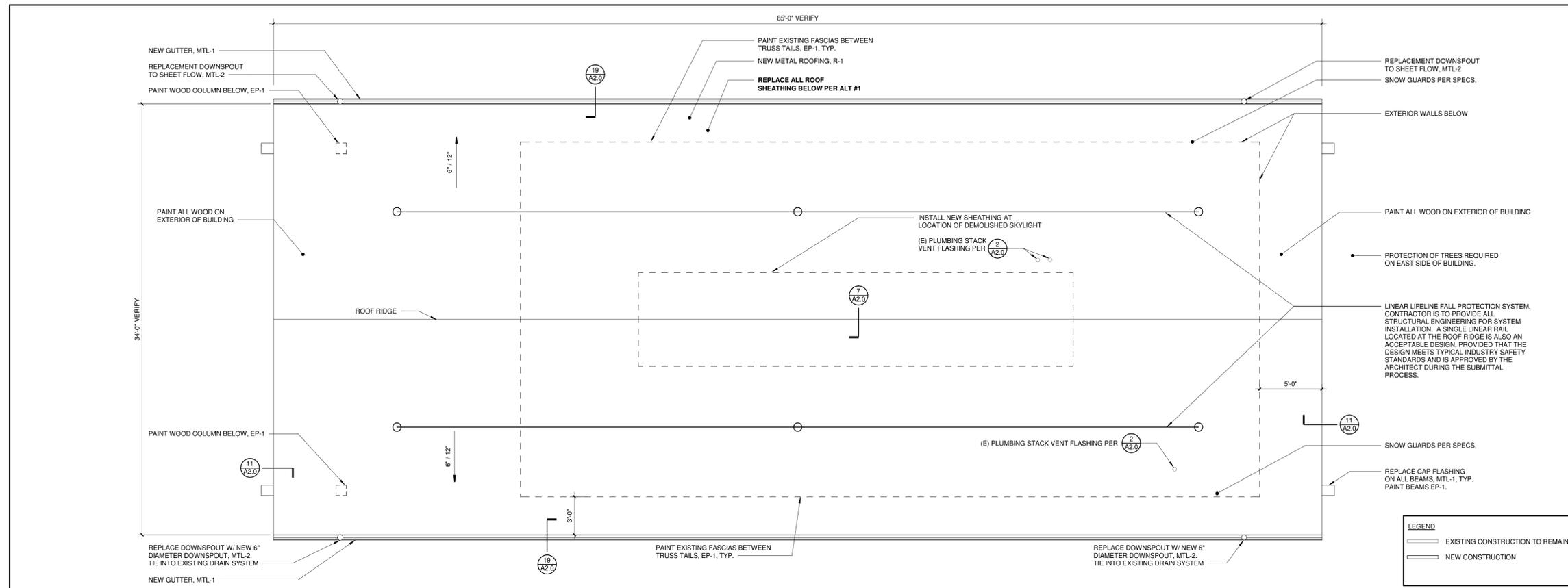
ISSUE:	REBID SET
ISSUE DATE:	6/10/2019
DRAWN BY:	FP
PROJECT MANAGER:	LRO
PROJECT NUMBER:	21903

SHEET NAME:
ROOF PLAN

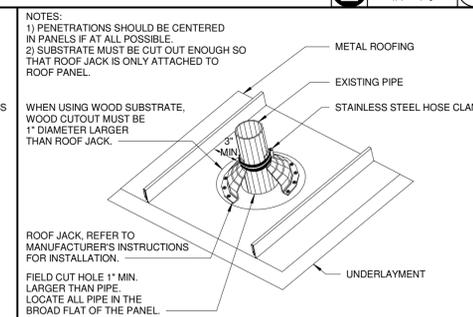
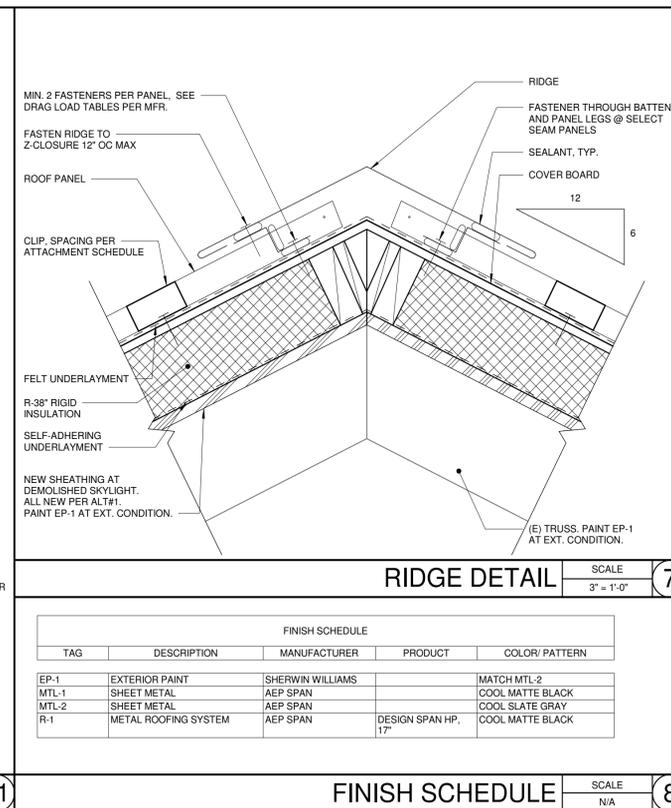
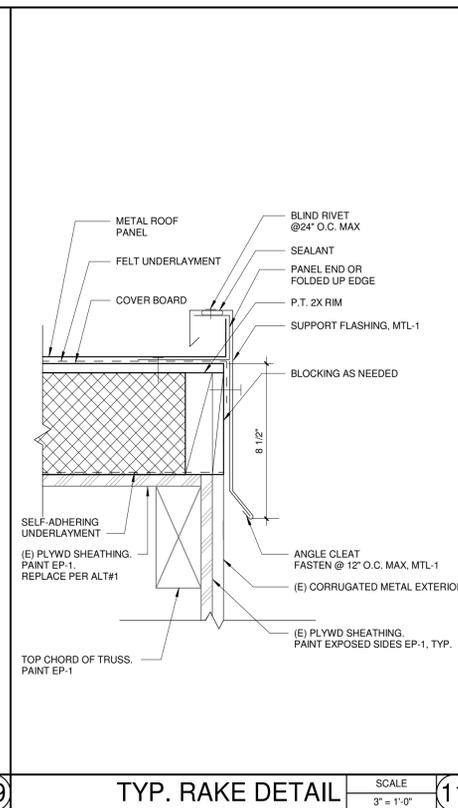
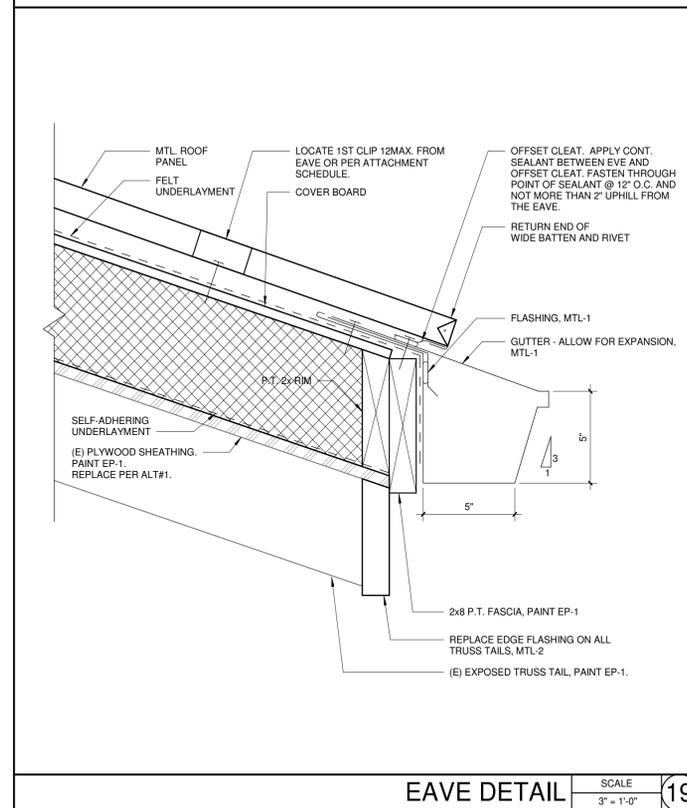
SHEET NUMBER:
A2.0

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CONSENT CALENDAR #9



ROOF PLAN SCALE 1/4" = 1'-0" **1**



- NOTES:**
 1) PENETRATIONS SHOULD BE CENTERED IN PANELS IF AT ALL POSSIBLE.
 2) SUBSTRATE MUST BE CUT OUT ENOUGH SO THAT ROOF JACK IS ONLY ATTACHED TO ROOF PANEL.
 WHEN USING WOOD SUBSTRATE, WOOD CUTOUT MUST BE 1" DIAMETER LARGER THAN ROOF JACK.
 ROOF JACK, REFER TO MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
 FIELD CUT HOLE 1" MIN. LARGER THAN PIPE. LOCATE ALL PIPE IN THE BROAD FLAT OF THE PANEL.

DEMO NOTES SCALE N/A **3**

- REMOVE EXISTING ROOFING SYSTEM DOWN TO SHEATHING.
 - REMOVE EXISTING GUTTERS AND DOWNSPOUTS.
 - REMOVE EXISTING SKYLIGHT.
 - REMOVE EXISTING FRAMING ON TRUSSES THAT SUPPORT SKYLIGHT.
 - REMOVE EXISTING BATT INSULATION UNDER ROOF SHEATHING.
- NEW ROOFING SYSTEM TO CONSIST OF:**
 A. NEW OR EXISTING SHEATHING
 B. SELF-ADHERING UNDERLAYMENT
 C. R-38 RIGID INSULATION (INCLUDING AREAS OUTSIDE BUILDING FOOTPRINT)
 D. COVERBOARD
 E. FELT UNDERLAYMENT
 F. METAL ROOFING
- ALL ROOF PENETRATIONS MAY NOT BE SHOWN. GC IS TO VERIFY PRIOR TO BID.
 - INSTALL NEW GUTTERS AND DOWNSPOUTS.
 - PAIN ALL WOOD EXPOSED TO EXTERIOR EP-1. INCLUDES BUT NOT LIMITED TO SHEATHING, FASCIAS, TRUSSES, COLUMNS, & BEAMS.
 - REPLACE ALL FLASHING ON ROOF.
 - INSTALL FALL PROTECTION PER SPECIFICATIONS.
 - INSTALL SNOW GUARDS PER SPECIFICATIONS.
 - ALL NEW ROOF SHEATHING TO BE PER SPECS. EXPOSURE 1 AND COVERED IN DOC PS 1 AND PS 2. MINIMUM THICKNESS 15/32". **ALT #1: REPLACE ALL EXISTING ROOF SHEATHING.**

ROOF PLAN NOTES SCALE N/A **4**

FINISH SCHEDULE				
TAG	DESCRIPTION	MANUFACTURER	PRODUCT	COLOR/PATTERN
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS		MATCH MTL-2
MTL-1	SHEET METAL	AEP SPAN		COOL MATTE BLACK
MTL-2	SHEET METAL	AEP SPAN		COOL SLATE GRAY
R-1	METAL ROOFING SYSTEM	AEP SPAN	DESIGN SPAN HP. 17"	COOL MATTE BLACK

FINISH SCHEDULE SCALE N/A **8**

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Bid Award: Neighborhood Ditch and Drainage Maintenance / Swofford Excavating	
DATE SUBMITTED:	July 09, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to award and execute a contract with Swofford Excavating for ditch and drainage maintenance projects in the amount of \$191,824.20, and administer a 10% construction contingency in the amount of \$19,182.42.	
EXHIBITS:	1. Exhibit 1 - Summary of Bids 2. Exhibit 2 - Project Location Map 3. Exhibit 3 - Scope of Work	
BUDGET:		
Total dollar amount	\$211,006.62	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	408-000-531-35-41-00; 438-413-595-40-63-00	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall City Council authorize the City Manager to award and execute a contract with Swofford Excavating for ditch and small stormwater infrastructure maintenance projects throughout the City?

KEY FACTS AND INFORMATION SUMMARY:

The Neighborhood Ditch and Drainage Maintenance project was publicly advertised for construction in June 2019. Four (4) contractors submitted a bid proposal for this project. Bid proposals were opened July 2nd, 2019. Swofford Excavating was verified as the lowest responsive and responsible bidder.

Background

In 2016, City Council approved the *Storm and Surface Water Management Comprehensive Plan* which included the identification of enhanced levels of service to provide proactive ditch and culvert maintenance (Action G.5.2.A). Staff executed the East Lake Sammamish Parkway (Phase 1 North Segment) and Louis Thompson Road Ditch and Culvert Maintenance contract in 2017, and the East Lake Sammamish Parkway (Phase 2 South Segment) contract in 2018. This contract will provide maintenance for two neighborhood ditch systems located in Plateau Estates neighborhood and the neighborhood area of SE 16th Place, 215th Place SE, and 216th Avenue SE.

Surface water generated in these neighborhoods is conveyed via a roadside ditch network with culverts providing conveyance under driveways and periodically under and across streets. These open water ditches are integral to the City’s stormwater conveyance system. In addition to conveyance, these ditches can provide other functions such as water quality treatment through vegetative growth in the ditches (e.g., filtering pollutants and sediment). However, the ditches require maintenance when they become overgrown with vegetation, filled with sediment or debris, or experience erosion. This project will clean out sediment, mow vegetation, and otherwise re-establish ditches to their original functions. Culvert maintenance (e.g., cleaning, removing debris) is also included.

In addition, this contract will make minor drainage improvements at four additional locations in the City. This list was generated from facility deficiencies noted during routine city inspections and Citizen Action Requests. City maintenance crews do not have the capacity to complete maintenance at these locations in calendar year 2019.

FINANCIAL IMPACT:

The construction low bid is \$191,824.20 and an additional construction contingency of \$19,182.42 will be funded through the Surface Water Management Fund Operations and Maintenance Professional Services and Drainage Capital Resolutions budgets, for a total project estimate of \$211,006.62.

OTHER ALTERNATIVES CONSIDERED:

Failure to award this contract is not consistent with the City’s Storm and Surface Water Management Comprehensive Plan and the Comprehensive Plan which support proper maintenance of our storm drainage system. Poorly maintained ditches can also cause flooding.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

City Comprehensive Plan:

Environment and Conservation

- Goal EC.5 Maintain and protect surface water and groundwater resources that serve the community and enhance the quality of life.

City of Sammamish Storm and Surface Water Management Comprehensive Plan (2016)

- Objective G.5.2 – Identify maintenance projects that improve the functionalist of the surface and stormwater system.
- Action G.5.2.A Ditch and Culvert Maintenance – Conduct ditch and culvert maintenance on up to 2 miles of the City’s ditch system per year.



City of Sammamish
Streets/Stormwater

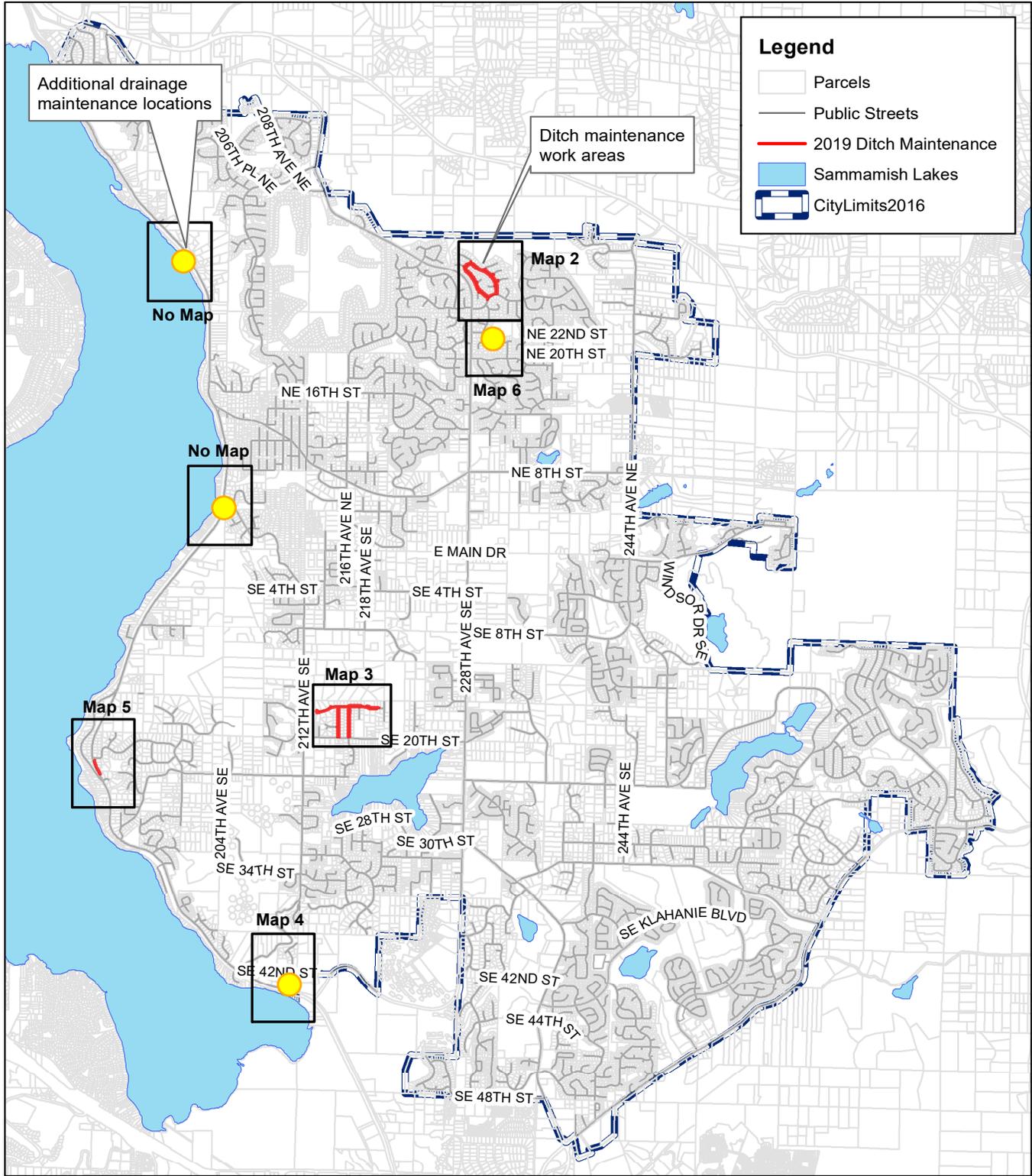
BID OPENING

July 2, 2019
2:00P.M. (local time)

2019 Ditch and Drainage Maintenance

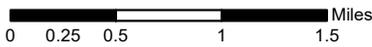
BIDDER	Form #1 Submittal	Form #2 Qualifications	Form #3 Responsible Criteria	Form #4 References	Form #5 Addendum Addenda #1	Form #6 Non-Collusion	Signatures	Total Bid Amount
1. Swofford Excavating	X	X	X	X	X	X	X	\$ 191,824.20
2. May Valley Excavation, Inc.	X	X	X	X	X	X	X	\$ 200,469.42
3. Encore Environmental	X	X	X	X	X	X	X	\$ 214,710.75
4. Judha of Lion Landscaping	X	X	X	X	X	X	X	\$ 195,239.50
5.								\$
6.								\$
7.								\$
8.								\$
9.								\$
10.								\$
								\$

“The apparent low bidder is Swofford Excavating for \$ 191,824.20”



Legend

- Parcels
- Public Streets
- 2019 Ditch Maintenance
- Sammamish Lakes
- CityLimits2016



**2019 Ditch and Drainage Contract
Project Locations Overview
Map 1**

Date Created: 6/18/2019

Scope of Work

General

The City of Sammamish ("City") is soliciting your bid on a small works project for ditch and culvert maintenance in select neighborhoods, as well as several additional stormwater drainage maintenance projects in the City. Ditch and culvert maintenance work costs have been estimated based on quantity take-offs. The additional drainage maintenance projects will be implemented by force account. The work may occur in any order agreed upon by the contractor and City. All contract work will be complete by 31 December 2019.

Best Management Practices

The work performed shall be completed in accordance with the best management practices identified in the [2014 Stormwater Management Manual for Western Washington](#) for maintenance of roadside ditches. Please refer to Volume IV, Chapter IV-2, S416: BMPs for Maintenance of Roadside Ditches which specifies how to properly dispose of soil and vegetative material removed from roadside ditches. For permanent seeding, please refer Volume II, Chapter II-4 for C120: Temporary and Permanent Seeding.

Description of Work –Ditch Maintenance and Culvert Cleaning

We require a contractor to restore, clear debris from, and/or enlarge/deepen roadside ditches along the roadways in the following areas, please reference Attachment B for maps of the areas.

1. East Lake Sammamish Parkway SE, east side of the street located between SE 25th Street and SE 26th Street. (Map 5)
2. SE 16th Place, between the end of the cul-de-sac to the west and the intersection of 218th Court SE; (Maps 3, 3b, 3c, and 3d)
3. 215th PI SE, between SE 16th PI and SE 20th St; (Maps 3 and 3a)
4. 216th Ave SE, between SE 16th PI and SE 20th St; (Maps 3 and 3a)
5. 229th PI NE and 230th Ave NE in the Plateau Estates neighborhood. (Maps 2, 2a, 2b, 2c, and 2d)

Ditch maintenance includes clearing and grubbing, excavation, grading, and stabilization of existing ditches. Areas cleared of debris and grass shall be stabilized by the contractor following Chapter 7.02 of the 2016 King County Roads Standards and best management practices (BMP) according to the 2014 Stormwater Management Manual for Western Washington, S416: Maintenance of Roadside Ditches and C120: Temporary and Permanent Seeding. There are ditch segments along some of the streets noted above where street stormwater cannot easily flow into the ditch because of areas that have been filled. Restoration of these ditches shall include grubbing of material to allow for positive drainage, hauling of removed material, and stabilization of the area.

The attached maps in Attachment B show areas 1 through 5 that require various types of maintenance. Ditch segments are classified as either, "Ditch Maintenance" or "No Work Needed."

Additionally, culverts in line with the ditches in City right-of-way are typically buried with sediment or obstructed by vegetation. They require vegetation removal, cleaning and jetting, minor excavation, and some culvert end protection to restore proper function. Culverts parallel to the above listed streets traverse under driveways, utility easements, and public and private streets. Culverts perpendicular to the above streets allow water to pass under the roadway. All culverts noted on the attached maps in Attachment B require cleaning and jetting. Culverts passing under driveways and utility easements, do not require end protection. Culverts passing under streets require end protection (armoring) at the inlets and outlets with 2- to 4-inch rock.

Description of Work – Force Account

The City has several small-scale stormwater drainage maintenance projects that City Maintenance Crews cannot complete this calendar year. The scope of work for this contract includes a force account to allow a private contractor to complete these projects. A brief description of the projects is below. Additional projects may emerge prior to completion of the contract. Force account work will be based on the contractor's estimated number of working days, cost for traffic control, mobilization, property restoration, and all labor, materials, and equipment to complete the work. The fee estimate break-down must be provided to and approved by the City's Project Manager in writing prior to work commencing. The City shall obtain all necessary permits, approvals, and easements when required to complete the work.

1. Louis Thompson Road Catch Basins Adjustment to Grade
2. NE 30th Court and East Lake Sammamish Parkway NE – Slope Seeding
3. Pacific Estates Catch Basin and Birdcage Installation
4. Peregrine Point Ditch Enclosure

1. Louis Thompson Road Catch Basins Adjustment to Grade (Cost estimate: \$12,700)

This work will adjust four (4) catch basins located in Louis Thompson Road and within the intersection of Louis Thompson Road and East Lake Sammamish Parkway NE. One catch basin is located within the intersection. Three are located along Louis Thompson Road, with one on the north side and two on the south side. The catch basins shall be uncovered (by removing approximately two inches of asphalt), raised, and covered with the existing lids. The pavement surrounding the catch basin shall be restored with HMA in accordance with the City's Public Works Standards. The City will identify the locations of the catch basins. Traffic control shall require an officer at the signal for completing the work in the intersection. See section describing "Adjusting Manholes and Catch Basins to Grade" and "Force Account Uniformed Police Officer" for more information.

2. NE 30th Court and E Lake Sammamish Parkway Slope Seeding (Cost estimate: \$8,600)

Concentrated runoff from ELSP drained over erodible soils on the west side of ELSP, resulting in an over-steepened slough that occurred in 2017. The slope was stabilized last year under the 2018 Ditching contract. The City requires a contractor to seed the area. Jute matting and approximately 6 inches of topsoil currently exists at the site sitting atop quarry spall rock previously installed. The seed shall be a native mix and include tackifier to ensure establishment.

3. Peregrine Point Ditch Enclosure (Cost estimate: \$14,200)

The culvert inlet at the bottom of this ditch is frequently obstructed by sediment and debris during rain events, and the runoff is unable to enter the culvert. Subsequently, the runoff overtops the ditch, and crosses East Lake Sammamish Parkway SE as sheet flow. This project will enclose the ditch by installing a catch basin and 15" diameter conveyance pipe in the ditch line, and then backfill and hydroseed the area. The pipe will also need to tie in a yard drain from the adjacent property.

4. Pacific Estates Catch Basin and Birdcage Installation (Cost estimate: \$32,600)

Stormwater in this area flows from NE 21st Place to the northeast, into a 48-inch diameter pipe in the middle of the street, and then northeast into a wetland. There are multiple pipe and ditch inlets into the stormwater system in the intersection. Stormwater occasionally overtops the ditch banks at the southwest corner of the intersection due to blocked inlets and flows into the intersection of NE 21st Place and NE 21st Street. In the past this has created flooding for the adjacent resident at 2114 219th Place NE. This project will install two Type 2 catch basins with birdcages to ensure that drainage from the area can freely enter the stormwater system. The City will indicate the location of the catch basins.

Adjusting Manholes and Catch Basins to Grade

Where called for on plans, or as specified by the City Project Manager, the existing manholes, catch basins, and inlets shall be adjusted to the finished grade.

Rings and covers temporarily removed shall be stored by the Contractor in a safe place on the project site.

Debris from adjusting the manholes, catch basins and inlets shall be removed from the project.

Measurement

Adjusting manholes, catch basins, or inlets will be measured per each unit adjusted to finish grade.

Payment

The unit contract price per each for "Adjust Catch Basin," shall be full pay for all costs necessary to make the adjustment including final adjustments, locating, asphalt removal, backfilling and restoration of adjacent areas in a manner acceptable to the Project Manager.

Traffic Control

Any Contractor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic control devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the Contract.

Force Account Uniformed Police Officer

When working in or near a signalized intersection, a police officer shall be stationed at the intersection to assist with traffic control. Contractor to coordinate with the King County Sherriff's office.

KCPOG

5701-6th Avenue S., Suite 491-B

Seattle, WA 98108

Phone: 206-957-0934

Fax: 206-957-0937

The following information is required by the King County Police Officer's Guild (KCPOG) for scheduling an officer for assistance with traffic control:

- a. Number of officers needed
- b. Date/times needed (include ending times)
- c. Exact location/intersection

- d. Employer/address
- e. Contact person/number
- f. Email or fax officer can send invoicing to
- g. And specific instruction for officer(s)

Payment

“Force Account Uniformed Police Officer” by force account.

The KCPOG charges a cancellation fee if notice of schedule cancellation is not received within 24 hours of the scheduled time. The cost is equivalent to four hours of the officer’s time, approximately \$250. Cancellation fees incurred due to weather or Contracting Agency actions occurring within the 24 hours cancellation period will be reimbursed to the Contractor.

Safety Equipment

A minimum of two Class B size II fire extinguishers are required in vehicles working at/on City property. In addition, all contract employees shall be provided (by the contractor) and wear appropriate Personal Protective Equipment (PPE). Spill kits shall be provided by the contractor in each vehicle working on city property. That kit shall include at a minimum a container (e.g. bucket and plastic bags), oil absorbent pads, and oil absorbent booms (minimum of 3 inches in diameter).

Working Days

The first working day shall be the date of the Notice to Proceed, anticipated to be issued August 5th. All the contract work for ditching and culvert maintenance in the select areas of the city shall be completed prior to the beginning of the wet season, 01 October 2019. The contract work for work performed under the force account shall be completed prior to 31 October 2019.

Construction Hours

Per Sammamish Municipal Code (SMC) 16.05.030

Hours of construction are Monday through Friday: 7:00 a.m. to 8:00 p.m., Saturdays: 9:00 a.m. to 6:00 p.m. and no construction on Sundays or Holidays: No construction will be allowed on the following holidays – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3:00 PM Monday through Friday.

Questions

Any questions shall be in writing and emailed to the City Project Manager by Wednesday, June 26, 2019, at 4pm PDT. Responses will be provided in email addendum to all bidders by 4pm PDT on Thursday, June 27, 2019.

Bids Due and Contract Award

Please provide bids by email to ssullivan@sammamish.us by 2:00 pm PDT Tuesday, July 2nd, 2019.

The bid will be awarded to the lowest responsive and responsible bidder. The City shall notify all bidders of apparent low bidder by 4pm Wednesday, July 3rd. Contract is expected to be awarded at the regular City Council Meeting on July 16, 2019.

Contract Completion

The contract shall expire December 31, 2019.

Bid Items:**1. Traffic Control**

Traffic control shall be measured per lump sum.

The Contract price per lump sum shall be full compensation for all labor (e.g., flaggers), material, tools, equipment, and incidentals necessary to satisfactorily complete the traffic control work.

The Contractor is reminded that specifically included in the lump sum price for traffic control are all costs for:

- Traffic Control Supervisor;
- Certified trained flaggers;
- Furnishing, installing, maintaining and removing temporary traffic control signage;
- Furnishing, installing, maintaining and removing traffic cones, barrels, barricades.

Temporary traffic control shall be provided by the contractor consistent with current MUTCD and WSDOT Standard Plans and Details. A traffic control plan shall be submitted a minimum 48-hours prior to work to the City Project Manager for approval. Any lane closures on East Lake Sammamish Parkway will be allowed only between 9:30 AM to 3:00 PM Monday through Friday. School buses shall be treated as emergency vehicles. Maximum traffic queue shall be limited to 5 minutes. Minimum 10-ft travel lanes shall be provided. Full road closure shall not be allowed.

2. Mobilization

There is not an available bone yard in the right-of-way to stockpile along East Lake Sammamish Parkway, or in other City neighborhoods, so other arrangements will be needed by the Contractor. Parking may be allowed in or adjacent to the right-of-way where not prohibited by signage or other restrictions. No arrangements have been made by the City for parking/staging on private property.

3. Tree Limbing and Brush Removal, incl. Haul

Two areas have significant vegetation that impedes the City's ability to maintain stormwater ditches and culverts. The vegetation includes mature evergreen trees that require limbing up to 14 feet and removal of approximately 20 small evergreen trees (approximately eight inches in diameter or less at the base). Tree limbing will be limited to and area of 5,000 square feet and paid as a lump sum.

4. Culvert End Protection

Culvert end protection consists of clearing and grading and minor excavation of the inlet or outlet areas of a culvert. This work is for the 14 culverts under street crossings identified in the scope of work provided on the project maps for the two neighborhoods. End protection will not be placed for driveway culverts, unless instructed by the City Project Manager. Contractor shall clear, grade, remove, haul out excess material, and place 2- to 4-inch rock as erosion stabilization of the culvert inlet or outlet. The cost of rock material shall be included as a separate bid item. Rocks shall be placed into the side and headwalls of the ditch embankment and 3-feet into the channel, imbedded minimum 6-inches to provide adequate channel armoring and stabilization from erosive stormwater runoff. Some minor earthwork around the inlets and outlets may be required to provide positive drainage.

5. Culvert Cleaning/Jetting, incl. Haul

Cleaning and jetting a culvert will consist of using a vactor truck to clean all debris and soil from the entire length of each culvert identified in the maps. Removed debris shall be hauled off-site to a Washington State Department of Ecology/County approved waste facility; there is no location in Sammamish to deposit waste material.

6. Complete Ditch Maintenance, incl. Haul

Ditch maintenance shall include clearing and grubbing, excavation, debris removal, hauling, grading, and stabilization of existing ditches. Excessive debris shall be removed from ditches such that the ditch has approximately a 3:1 side slope and a 1:1 backslope, where feasible and provides gravity drainage and conveyance of water through the existing culvert system. Costs for this bid item shall include minor surveying of relative culvert invert elevation as needed to verify drainage directions in the field. Debris includes, but is not limited to, branches, vegetation, soil, rock, and refuse. Removed debris shall be hauled off-site to a Washington State Department of Ecology/County approved waste facility; there is no location in Sammamish to deposit waste material. Payment for this bid item shall be established using haul tickets. This bid item is called out as "Ditch Maintenance" on the attached maps in Attachment B.

Removed sediment may be contaminated with petroleum products or heavy metals and must be disposed of in accordance with local and state laws.

7. 2-to 4-inch Rock, Incl. Haul

Angular rock, 2-to 4-inches in diameter, for lining ditches as needed, and culvert end protection.

8. Hydroseed

Areas where the contractor performed "Complete Ditch Maintenance" shall be seeded. Permanent seeding shall be performed within 30 days of completing ditch maintenance. Seed mix shall be submitted for approval prior to application. The optimum window for seeding is between September 1 and October 15. Seeding between July 1 and August 30 requires irrigation until 75 percent grass cover is established. Seeding between October 1 and March 30 requires a cover of mulch with straw or an erosion control blanket until 75 percent grass cover is established. Cost estimates for this contract are based upon seeding that occurs during the optimum window of September 1 and October 15.

9. Force Account

The estimated cost for the currently-identified projects is \$68,100. The contractor shall not change this number on their bid submittal. Force account work and associated costs must be approved by the City's Project Manager in writing prior to work commencing and will be based on the contractor's estimated cost in time and materials based on the provided scope of work

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Supplemental Agreement No. 7 - 2013 Concurrency Management and On Call Transportation Services - David Evans & Associates, Inc	
DATE SUBMITTED:	July 09, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to approve Supplemental Agreement No. 7 with David Evans & Associates, Inc, adding \$80,000 (Exhibit 1) to the current contract (contract number 2013-161) for Concurrency Management and On Call Transportation Services.	
EXHIBITS:	1. Exhibit 1 - DEA Contract Amendment #7	
BUDGET:		
Total dollar amount	80,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	101-000-544-40-41-08 (Street Fund - Engineering Section - Concurrency Mgmt. System); 101-000-542-10-41-00 (Street Fund - Engineering Section - Professional Services)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to approve Supplemental Agreement No. 7 for Concurrency Management and On Call Transportation Services?

KEY FACTS AND INFORMATION SUMMARY:

Summary

A Supplemental Agreement of \$80,000 is needed for David Evans & Associates (DEA), Inc to continue conducting concurrency review and test for development concurrency applications and to provide transportation engineering support services to the City.

Background

The City has an existing contract with DEA (#2013-161) to provide concurrency management and transportation engineering support services. In 2019, the City adopted new concurrency standards to include the AM and PM peak hour intersection Level of Service (LOS), and AM and PM roadway segments and corridor LOS standards for concurrency review and testing.

The Council directed staff to conduct a full solicitation to acquire consultant services for transportation concurrency modeling and traffic engineering services at their July 2nd meeting. This process will take a few months to complete. In the meantime, the City needs to continue to conduct concurrency testing, traffic modeling, and transportation engineering support services as Public Works is not staffed to do this work in house. DEA's existing contract does not have sufficient funds to carry out these necessary services. This amendment will provide the needed capacity to continue providing concurrency management and transportation engineering support services until a new consultant contract is approved by Council this fall.

FINANCIAL IMPACT:

The current contract amount is \$344,369 with a remaining balance of \$28,000. Supplemental Agreement No. 7 is for an additional \$80,000, bringing the total contract amount to \$424,369. The additional amount is budgeted in the approved 2019-2020 Street Fund of 101-000-544-40-41-08. The consultant's cost for conducting concurrency tests are paid for by the applicant.

OTHER ALTERNATIVES CONSIDERED:

If this supplemental agreement is not approved, the remaining contract balance won't be sufficient to conduct concurrency testing for development concurrency application and provide transportation engineering support services as needed.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Transportation Goals

Goal T.1 Supporting Growth Support the city's and region's growth strategy by focusing on moving people and goods within the city and beyond with a highly efficient multimodal transportation network.

Goal T.2 Greater Options and Mobility Invest in transportation systems that offer greater options, mobility, and access in support of the city's growth strategy.

Goal T.3 Operations, Maintenance, Management and Safety As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

Goal T.4 Sustainability Design and manage the city's transportation system to minimize the negative impacts of transportation on the natural environment, to promote public health and safety, and to achieve optimum efficiency.

Agenda Bill
City Council Regular Meeting
July 16, 2019



SUBJECT:	Inter-Agency Agreement with City of Issaquah: Laughing Jacobs Basin Plan											
DATE SUBMITTED:	July 10, 2019											
DEPARTMENT:	Public Works											
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational											
RECOMMENDATION:	Authorize the City Manager to enter into and execute the Laughing Jacobs Creek Basin Plan Interagency Agreement with the City of Issaquah.											
EXHIBITS:	1. Exhibit 1: Inter Agency Agreement 2. Exhibit 2: Laughing Jacobs Basin Map											
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$32,800</td> <td><input checked="" type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>408-000-531-33-41-02</td> <td><input type="checkbox"/> Budget reallocation required</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> No budgetary impact</td> </tr> </table>			Total dollar amount	\$32,800	<input checked="" type="checkbox"/> Approved in budget	Fund(s)	408-000-531-33-41-02	<input type="checkbox"/> Budget reallocation required			<input type="checkbox"/> No budgetary impact
Total dollar amount	\$32,800	<input checked="" type="checkbox"/> Approved in budget										
Fund(s)	408-000-531-33-41-02	<input type="checkbox"/> Budget reallocation required										
		<input type="checkbox"/> No budgetary impact										
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input checked="" type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	
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<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation											
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability											

NEEDED FROM COUNCIL:
 Shall Council authorize the City Manager to enter into and execute the Laughing Jacobs Creek Basin Plan Interagency Agreement with the City of Issaquah?

KEY FACTS AND INFORMATION SUMMARY:
 On June 21, 2016, the City Council adopted the 2017-2022 Six-Year Stormwater Capital Improvement Plan (CIP), which prioritized development of a [Laughing Jacobs Basin Plan](#), a watershed of approximately 3,600 acres in the southern portion of the City. Approximately 90 percent of the watershed lies within the incorporated area of Sammamish and unincorporated King County. The remaining 10 percent, the lower reach of the creek, lies within the City of Issaquah's jurisdictional

limits. This portion of the creek inside Issaquah includes sensitive habitat for Kokanee and other salmonid species. A map showing the basin area is attached as Exhibit 2.

City of Sammamish approached the City of Issaquah and suggested that the two cities collaborate in the Laughing Jacobs Creek Basin Plan project by using an Inter Agency Agreement to jointly oversee the completion of the Plan. Completion of the Plan would be mutually beneficial for both cities as it will identify and prioritize short and long-term actions to address flooding, erosion, water quality, and fish and wildlife habitat with the goal of improving the overall health of the basin. The proposed Agreement was prepared by staff from both cities. Sammamish will administer the consultant contract. Issaquah will reimburse Sammamish for 10 percent of the consultant costs, commensurate with the proportion of Basin area within Issaquah’s jurisdictional boundaries.

It is anticipated that the Plan will be completed in the spring of 2021. The Agreement will remain effective until such time as the Plan is adopted or approved by both parties or until both parties mutually consent in writing to terminate the agreement, whichever is sooner.

FINANCIAL IMPACT:

The City's approved 2019-2020 budget allocates \$375,000 to the Laughing Jacobs Basin Plan in this biennium. The City has entered into a consultant contract with Geosyntec for an amount not to exceed \$328,860.

Through the proposed Inter Agency Agreement, Issaquah will reimburse the City of Sammamish 10% of the expended consultant fee (expected to be \$32,800). Modifications to the scope and budget are allowed through mutual agreement, but a provision in the agreement caps the maximum Issaquah contribution to \$40,000.

OTHER ALTERNATIVES CONSIDERED:

If Council does not wish to enter into an Inter Agency Agreement with Issaquah, the City of Sammamish has sufficient funds to complete the Basin Plan on its own. However, this would reduce the City's ability to redirect funds to other stormwater projects in the City, and turn away a unique inter-jurisdictional partnering opportunity.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Sammamish Storm and Surface Water Management Comprehensive Plan](#)

- Goal 1 (G.1) - Comprehensively evaluate and address problems related to the existing stormwater system and manage storm and surface water systems to ensure longevity of assets.
- Goal 2 (G.2) - Use drainage basin planning to allocate limited resources to address priority problems and opportunities.
- Goal 3 (G.3) - Promote surface and stormwater education and outreach.
- Goal 5 (G.5) - Prepare a multiyear list of Capital Improvement Projects that address the City's storm and surface water priorities.
- Goal 7 (G.7) - Coordinate surface and stormwater management services with neighboring jurisdictions.

INTERAGENCY AGREEMENT

CITY OF SAMMAMISH AND CITY OF ISSAQUAH

LAUGHING JACOBS BASIN PLAN PROJECT

I. RECITALS.

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Sammamish (“Sammamish”), and the City of Issaquah (“Issaquah”), (individually a “Party” and collectively the “Parties”), for the purposes set forth below.

WHEREAS, both Parties are political subdivisions of the State of Washington; and

WHEREAS, Sammamish and Issaquah desire to collaborate on the Laughing Jacobs Basin Plan Project (“Project”) to develop a mutually beneficial basin plan for the Laughing Jacobs Basin (“Basin”) that will identify and prioritize short and long-term actions to address flooding, erosion, water quality and fish and wildlife habitat with the goal of improving the overall health of the Basin; and

WHEREAS, the Basin drains an area approximately 3,600 acres within the incorporated areas of both Sammamish and Issaquah; and

WHEREAS, Sammamish has retained a consultant to prepare a basin plan for Laughing Jacobs Creek; and

WHEREAS, Issaquah participated in the consultant selection process performed by Sammamish.

WHEREAS, the Project will build upon previous work completed by King County as part of the 1994 East Lake Sammamish Basin Nonpoint Action Plan to address surface water quality, habitat degradation and nonpoint source pollution.

WHEREAS, Issaquah wishes to reimburse Sammamish for a portion of costs, commensurate with the amount of Basin area within Issaquah’s jurisdictional boundaries, incurred by Sammamish under its consultant contract, including, but not limited to the tasks of project management, public outreach and advertisement, stream studies, and solution development; and

WHEREAS, both Parties wish to use the completed Basin Plan for their respective individual uses.

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises set forth herein, the Parties agree as follows:

II. AGREEMENT

A. Term.

This Agreement shall be effective upon signature of both Parties. Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force until both Parties have adopted the Laughing Jacobs Basin Plan Project (“Project”) as complete, in writing, or until both Parties mutually consent in writing to termination of this Agreement, whichever is sooner.

B. Definitions.

For purposes of this Agreement, the following definitions shall apply.

1. Project means the Laughing Jacobs Basin Plan Project, which will investigate storm and surface water issues and develop preliminary solutions for the entire Basin area in both Issaquah and Sammamish.
2. Contract means the Professional Services Agreement entered into between Sammamish and Geosyntec Consultants (“Consultant”) for completion of the Project as shown in Exhibit A.
3. Consultant means Geosyntec Consultants.
4. Project Completion means the date on which the City Council of Sammamish passes a resolution adopting the Project as complete

C. Public Outreach.

1. Sammamish will be the primary point of contact with the Consultant, coordinating with Issaquah on dates, times, and messaging of outreach events.
2. Sammamish shall coordinate public outreach as necessary to communicate open houses and other public events, solicit citizen input, and provide feedback to citizens.
3. A representative from each of the Parties shall participate in at least monthly coordination phone calls throughout the term of this Agreement.

D. Communication, Roles, and Responsibilities

1. A representative from each of the Parties shall participate in phone calls as needed, and at a minimum monthly, throughout the term of this Agreement.
2. Sammamish is responsible for administering the Consultant Contract, communicating supplemental agreements to Issaquah, administering supplemental agreements with the Consultant, and providing Consultant deliverables to Issaquah to review for input.

Sammamish will exercise its best efforts to give Issaquah at least two weeks to review any draft material.

3. Issaquah is responsible for providing input to supplemental agreements and other Consultant deliverables and shall exercise its best efforts to provide input to Sammamish within two weeks of receipt of said deliverables.

E. Project Funding and Payment.

1. Sammamish has negotiated a Contract with the Consultant for the amount of \$328,860, which covers a defined scope of services for the Project, as shown in Appendix A. This includes the tasks of Project Management, Watershed Characterization, Public Outreach Support, Water Quality Monitoring, Problems and Opportunities Identification, Hydrologic and Hydraulic Modeling, Project Identification and Prioritization, Conceptual Design, and the Basin Plan Report.

2. After Sammamish negotiated a Contract with the Consultant, Issaquah indicated it would like to contribute financially to the Project, as there are environmental benefits realized in the Issaquah portion of the Basin from improvements in the Sammamish portion of the Basin.

3. The portion of the Basin in Issaquah has been determined to be approximately 10% of the total area tributary to Laughing Jacobs Creek.

4. Issaquah shall provide funding equal to 10% of the Consultant Contract, or approximately \$32,800 up to a maximum of \$40,000. Any increase in the current contract amount that results in Issaquah's share exceeding \$32,886 must be approved by both parties before the contract is amended. These funds will be applied to additional agreed-upon scope within the tasks of Public Outreach Support, Conceptual Design, and the Basin Plan Report.

5. Sammamish will be responsible for paying all Consultant invoices. Once Sammamish has received a Consultant invoice, Sammamish will send a request for payment along with a copy of the invoice to Issaquah. Issaquah will process the request and provide payment in accordance with the standard practices used to process other invoices received by Issaquah.

6. Sammamish has a budget of \$328,860 to fund the original scope of work in the Contract.

7. Sammamish will administer the original contract and, if needed, shall develop supplemental agreements with the Consultant to document the additional scope of work.

8. Both parties shall be provided with all Consultant documentation, including but not limited to calculations and supporting information upon request from the Consultant.

9. Following Project completion, both Parties reserve the right to separately contract with the Consultant for additional work associated with their respective jurisdictions.

10. If a situation arises where one Party requests additional work solely for the benefit of one Party, the costs associated with the additional work done will be borne by that party.

11. The final Plan shall indicate that the Plan was developed for the benefit of both parties. Once the Project is complete, each party shall assume independent ownership of the final Plan for its own independent use.

F. Indemnification and Hold Harmless.

1. Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages (“Claims”), of whatsoever kind arising out of, or in connection with, or incident to the exercise of any rights or obligations under this Agreement by the indemnifying party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party’s own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents.

2. 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 Parties, their officers, officials, employees, or agents, a Party’s liability hereunder shall be only to the extent of the Party’s, its officers’, officials’, employees’ or agents’ negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties’ 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.

3. Ownership. Once the project is complete, each City shall assume independent ownership of the final Basin Plan for its own independent uses.

4. Each party agrees to maintain policies of insurance, or a program of self-insurance, responsive to all of its liability exposures under this Agreement.

5. The provisions of this section shall survive the expiration or termination of this Agreement.

G. Notice. Any notice provided for herein shall be sent to the respective parties at:

City of Sammamish:
 Danika Globokar, P.E.
 Senior Stormwater Engineer
 801 228th Ave SE

Sammamish, 98075
 425-295-0567
dglobokar@sammamish.us

City of Issaquah:
 Allen Quynn, P.E.
 Senior Stormwater Engineer
 1775 12th Ave NW
 Issaquah, WA 98027
 425-837-3439
Allenq@issaquahwa.gov

H. General.

1. This Agreement contains the entire agreement of the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party. This Agreement may be amended only in writing, signed by both Parties. Either Party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

2. Nothing contained herein is intended to, nor shall be construed to create any rights in any third-party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third-party. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other party.

3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

4. 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 attorney fees, expert witness fees, and costs of suit from the other Party.

5. This Agreement shall be effective whether signed by both Parties on the same document or whether signed in counterparts.

6. The Recitals set forth above are incorporated herein in full by this reference. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below.

CITY OF SAMMAMISH

Rick Rudometkin
City Manager, City of Sammamish

Date

CITY OF ISSAQUAH



Mary Lou Pauly
Mayor, City of Issaquah

0-25-19

Date

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Contract: 2019-2021 Mobile Automotive Repair	
DATE SUBMITTED:	June 14, 2019	
DEPARTMENT:	Facilities & Fleet	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract with Auto Doctor for Mobile Automotive Repair in an amount not to exceed \$196,270.00 (Exhibit #1)	
EXHIBITS:	1. Exhibit #1 - Contract: 2019-2021 Mobile Automotive Repair	
BUDGET:		
Total dollar amount	\$196,270.00	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	501-000-548-65-48-00	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City execute a contract with Auto Doctor for Mobile Automotive Repair?

KEY FACTS AND INFORMATION SUMMARY:

Summary

The City has approximately 50 vehicles and 100 pieces of equipment or rolling stock that need maintenance and repair on an on-going basis.

Background

From November 2009 through 2018, the City hired Jack's Repair as our Mobile Mechanic, doing a majority of the repair work needed. He retired in 2018. The City then issued an Invitation to Bid through MRSC Small Works Roster in July 2018. Auto Doctor was selected as the lowest responsive and

responsible bidder. Auto Doctor performed their work to the satisfaction of the City and staff is now recommending the contract be renewed for two additional years.

Our contract mobile mechanic provides 24/7 emergency fleet and equipment service, including weekends and holidays.

FINANCIAL IMPACT:

The Contract is not to exceed \$196,270.00 for a two-year period (Exhibit #1), which includes Washington State sales tax and a 3.3% increase in the June to June Consumer Price Index-Urban (CPI-U) according to Contract term #12.

501-000-548-65-48-00 - Fleet Services	\$196,270.00
---------------------------------------	--------------

OTHER ALTERNATIVES CONSIDERED:

If the Council chooses not to authorize the City Manager to approve this Contract, the City would need to adjust staffing and resource priorities in order to deliver and pick up vehicles on a rotating basis to and from outside maintenance shops. It may also render some vehicles and or equipment inoperable until such time as the outside facility is open or an appointment can be made. This is especially challenging during the snow plowing season and for emergency repairs.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A



CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
 www.sammamish.us

PURCHASED SERVICES CONTRACT (not associated with a public work)	
	YES NO
Prevailing Wage Required	<input type="checkbox"/> <input checked="" type="checkbox"/>
See Paragraph 7.2	

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and Contractor Name: Auto Doctor (the "Contractor")

Project Name: Mobile Automotive Repair

Commencing: 8/1/2019
 Terminating: 8/1/2021

Amount Not to exceed \$ 196,270.00 (includes WA State sales tax, if applicable)

RECITALS

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, pursuant to the invitation of the City, extended through the MRSC Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, The City desires to have the Contractor perform such services pursuant to certain terms and conditions

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

- 1. Scope of Work to be Accomplished.** The Contractor shall perform the services described in Exhibit "A" of this contract (Scope of Work"), attached hereto and incorporated herein by this reference as if fully set forth. The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work.
- 2. Contract Documents.** The Contract consists of the following documents, which are all incorporated by reference.
 - a) This Agreement and all Exhibits attached thereto;
 - b) The request for Proposal, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal
 - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor license and UBI number, copy of Contractor's business license.
 - e) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

CONTRACT NUMBER

3. Payment. The City shall pay the contractor for the Work rendered according to the rate and method set forth and attached hereto and incorporated herein by this reference. The Contractor shall submit properly certified invoices for the work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City, in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

6. Insurance. The Contractor shall procure and maintain insurance as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

6.1 **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

CONTRACT NUMBER

6.2 Minimum Scope of Insurance. Contractors required insurance shall be of the types and coverage as stated below:

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form [CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

6.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.3 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

6.3.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Subcontractors' Insurance. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every

Subcontractors' Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

CONTRACT NUMBER

6.9 Notice of Cancellation. The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving give business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Prevailing Wage (if applicable)

The work under the Contract **may** be subject to the prevailing wage requirements of [Chapter 39.12 RCW](#), as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor agrees that all laborers, workers or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and

delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King county, Washington.

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

11. Termination.

11.1 The City reserves the right to terminate or suspend this Contract 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 Contractor pursuant to this Contract shall be submitted to the City within 10 days of termination or suspension.

CONTRACT NUMBER

11.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

11.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

12. Duration. This contract may be renewed at the City's option for up to zero (0) additional years. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted based on any increase in the June to June Seattle Consumer Price Index -Urban (CPI-U) rate.

13. Indemnification/Hold Harmless. The Contractor 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 in connection with the performance of this Contract, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Contract.

14. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

15. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by federal and State laws rules and regulations. The Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

16. Non-Endorsement: As a result of the selection of a Contractor to supply services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

17. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

18. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

CONTRACT NUMBER

19. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

20. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

21. Entire Contract/Binding Effect. This Contract constitutes the entire agreement between the parties hereto.

22. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

23. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

24. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

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

Project Manager: Martin Bohanan

Email: mbohanan@sammamish.us

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

Company Name Auto Doctor
 Contact Name Jessica Laing
 Street Address 30032 58th Place S
 Phone Number Auburn, WA 98001
 Email autodoctor206@gmail.com

CONTRACT NUMBER

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name): _____ **Date:** _____

Signature _____ **Title:** _____

CONTRACTOR

By (Print Name): *Kameron Laing* **Date:** *Jun 14 2019*

Signature *[Handwritten Signature]* **Title:** *Owner*

ATTEST/AUTHENTICATED:

By (Print Name): _____ **Date:** _____

Signature _____ **Title:** **City Clerk**

APPROVED AS TO FORM:

By (Print Name): _____ **Date:** _____

Signature: _____ **Title:** **City Attorney**



801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

CONTRACT NUMBER

EXHIBIT "A"

Scope of Work:

- This contract is for the diagnostic, repair and routine maintenance on a variety of gas, diesel and electric small to heavy duty vehicles and equipment.
- Work is to be performed at our Maintenance & Operation Center (MOC) located at 1801 244th Avenue NE, Sammamish, WA 98074, however there may be need to provide emergency field assistance to disabled equipment.
- Contractor must supply all labor, materials, supplies, tools and equipment necessary to perform the work.
- Contractor will be reimbursed by the City for parts, in accordance with stated mark-up %.
- Contractor shall dispose of, materials and supplies, excluding oils and liquids generated from the maintenance of the City's fleet vehicles and equipment in accordance with appropriate local, state and federal requirements. While performing work, the Contractor shall take all reasonable precautions to avoid hazardous waste spillage. Once the Contractor leaves City property, the Contractor shall become wholly responsible for the materials and supplies, excluding oils and liquids removed and shall be responsible for proper transport and disposal.
- Contractor shall comply with industry standard safety requirements at all times while performing work for the City.
- Contractor will provide reports on status of vehicles and equipment and detailed analysis of repairs.
- Contractor shall provide 24/7 emergency fleet and equipment service as needed including weekends and holidays.
- Contractor will receive work assignments from the Internal Services Superintendent or his/her designee.

Minimum Requirements:

- ASE or similar certifications or an equivalent of 3 years or more hands-on experience maintaining, servicing and/or repairing light-duty and heavy-duty motor vehicles and equipment.
- Ability to operate, analyze, diagnose and repair defects in a variety vehicles and equipment.
- Considerable knowledge of gas and diesel engines, pumps, transmissions, differentials, hydraulic systems, automotive and electrical systems, and computerized automotive systems.
- Thorough knowledge of methods, materials, tools and standard practices of the automotive mechanic trade.

Fleet:

City fleet consists of approximately 50 vehicles and 30 pieces of equipment or rolling stock. Fleet includes, but is not limited to:

- Trucks: Ford F150, F250, F350, F450, F550. Chevy 2500, Colorado
- Ford Escapes
- Nissan Leaf(s)
- International 5 yard dump trucks
- Jeep Liberty, Honda Accord
- Tractors, backhoes, excavators, roller, sanders, trailers, utility vehicles, fork lift, weed eaters, blowers



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**Invitation to Bid: #18-05
 2018 Mobile Automotive Repair**

2019 – 2021 Renewal

CPI-U = 3.3%

BID SUBMITTAL SHEET

<u>REPAIR SERVICE</u>		
Regular rate per man-hour	\$ 82.64	Mon-Fri 7:00am-4:30pm
Overtime rate per man-hour	\$ 123.96	Mon-Fri after 4:30pm
Regular Weekend Rate per man-hour	\$ 82.64 92.97	Sat-Sun 8:00am-6:00pm
Overtime Weekend & Holiday Rate per man-hour	\$ 165.28 fce on top of \$82.64	Sat-Sun After 6:00pm & all Holidays
Minimum Charge, if any	\$ 165.28	
Emergency Call out Charge	\$ 165.28	
Fuel Surcharge	\$	
Trip Fee	\$	

<u>PARTS & MATERIALS</u>		
Mark Up	% 20%	

<u>GUARANTEE/WARRANTY</u>		Type
Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	1 year
Labor	<input checked="" type="radio"/> Yes <input type="radio"/> No	1 year

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	Contract Authorization: Purchase of a pre-fabricated restroom building for Big Rock Park - Site B	
DATE SUBMITTED:	July 05, 2019	
DEPARTMENT:	Parks & Recreation	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract with the Public Restroom Company to furnish and install a pre-fabricated restroom building at Big Rock Park - Site B.	
EXHIBITS:	1. Exhibit 1 - Draft Contract, Public Restroom Company	
BUDGET:		
Total dollar amount	\$240,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall City Council authorize the City Manager to execute a contract with the Public Restroom Company to furnish and install a pre-fabricated restroom building at Big Rock Park - Site B?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

A pre-fabricated restroom building is one of the proposed improvements at Big Rock Park - Site B. The building includes two accessible unisex restrooms, each equipped with one toilet, one urinal and one baby changing station. There is a utility chase between the two restrooms and one drinking fountain mounted on the exterior of the building. The restroom building's measurements are roughly 14 feet in length and 21 feet in width and includes a 4-foot wide covered entry.

A draft proposal has been prepared by the Public Restroom Company and is currently being reviewed by the project consultant and City staff. As a final proposal will be ready after the last City Council meeting before the August recess, staff are requesting authorization from the City Council to award the contract at the end of July. If a contract is not authorized, the project will not meet the anticipated permitting schedule and construction timeline. This requested authorization amount will allow the City Manager to execute a contract in an amount not to exceed \$240,000.

The restroom building is anticipated to be installed during the construction of Big Rock Park - Site B, Phase I Improvements. The Public Restroom Company will be responsible for manufacturing, shipping, and installing the building. The City will be responsible for working with the utility agencies and site contractor to coordinate final utility connections for the building. Approval to purchase the building is needed now to ensure the building is permitted, manufactured and available for installation prior to the anticipated start date of construction in spring 2020.

Procurement of the restroom building will be through the National Purchasing Cooperative, BuyBoard. BuyBoard was formed between a multitude of cooperating local governments to streamline the buying process for schools, municipalities and other public entities. BuyBoard gives public agencies the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based purchasing and ordering, thereby saving time and money. The City of Sammamish has been a member of the BuyBoard Purchasing Cooperative since 2015.

The Public Restroom Company offers a customized prefabricated structure via BuyBoard that will coordinate with the architecture of the historic Reard House and the treehouse at Big Rock Park - Site B. This restroom building includes proprietary materials and construction methods to ensure an odor-free, safe, vandal resistant, and easy to maintain building. They also ensure a quick installation (approximately one week). The building comes with a 5-year warranty for materials and workmanship and a 20-year warranty for the structure. This company also furnished and installed the pre-fabricated restroom at Sammamish Landing Park.

Other improvements that will accompany the installation of the restroom building include utilities (electrical, water, and septic), a foundation for the pre-fabricated building, and concrete paving for pedestrian circulation around the building. An electrical and water service connection will be required for the restroom, as well as the replacement/upgrade of the existing septic system. These supporting infrastructure and utility connections are not included in the cost of the restroom, but are accounted for in the park development budget.

Background:

In addition to the installation of a pre-fabricated restroom, Phase I Improvements at Site B will consist of a diverse set of improvements necessary to open the site to the public. These include vehicular and pedestrian circulation, construction of a new parking lot, possible renovations to the existing tree house, modifications to existing utilities, landscaping and irrigation, and associated site improvements for Big Rock Park. Lastly, the project scope includes right-of-way improvements along 220th Avenue SE and 221st Avenue SE.

FINANCIAL IMPACT:

\$2,200,000 is allocated in the Parks CIP for Phase I Improvements at Big Rock Park - Site B. The total authorization amount requested for this contract is not to exceed \$240,000. This includes a contract with the Public Restroom Company that is inclusive of Washington State Sales Tax and a 20% construction contingency.

OTHER ALTERNATIVES CONSIDERED:

City Council could choose not to authorize the City Manager to execute a contract with the Public Restroom Company. If a contract is not authorized, the project will not meet the anticipated permitting schedule and construction timeline, therefore delaying the overall project schedule. The park will remain closed to the public until the required improvements are completed.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Big Rock Park Master Plan](#), adopted by City Council in July 2014

[Parks, Recreation, & Open Space Plan](#), adopted by City Council in February 2018



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 Fax: 425-295-0600 • www.sammamish.us

**SMALL PUBLIC WORKS CONTRACT
 (Under \$300,000)**

		YES	NO	IF YES - SEE
Small Public Work	Performance Bond Require	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paragraph 7 & Attached Form
	Retainage Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paragraph 8 & Attached Form
	Limited PW Process	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Needs no Bond or Retainage

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City") and Contractor Name: Public Restroom Company (the "Contractor")

Project Name: Big Rock Park – Site B, Phase I Improvements

Commencing: July 17, 2019
 Terminating: December 31, 2020

Amount Not to exceed: \$195,755.00 (inclusive of 10% Washington State Sales Tax)

RECITALS

WHEREAS, the City desires to contract with the Contractor for the above-named project and

WHEREAS, through BuyBoard National Purchase Cooperative, of which the City of Sammamish is a member, the City sought a Contractor that could provide the City with a turnkey prefabricated restroom building for installation in the City's project;

WHEREAS, the City has determined that the contractor offers, through the Cooperative's bidding process, the lowest responsive and responsible bid;

WHEREAS, the contractor also offers a prefabricated restroom building which, when compared to other available prefabricated restrooms, is most compatible with the City's existing park structures and improvements in terms of consistency in design and aesthetics; and,

WHEREAS, the contractor has represented that the prefabricated restroom can be ready for delivery and installation by June 2020 or a date after that when the site contractor is ready to receive the building;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans, specifications, or Scope of Work. Contractor shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Contract consists of the following documents, which are all incorporated by reference:



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- a) This Agreement and all Exhibits attached thereto;
- b) The Invitation to Bid/Bid Sheet;
- c) The submitted bid or proposal;
- d) Scope of Work;
- e) Maps and Plans;
- f) Special Provisions, if any
- g) Retainage Form, if required;
- h) Payment and Performance Bond, if required;
- i) All amendments to the aforementioned documents, but only if duly adopted in accordance with the terms of this Agreement.
- j) All documents required under this Agreement, including but not limited to documentation evidencing insurance, copy of Contractor's state contractor's license and UBI number, copy of contractor's business license

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Contractor for the Work rendered according to the following procedures and subject to the following requirements.

3.1 The Contractor shall submit invoices for the work performed to **City of Sammamish Accounts Payable Department**. The City agrees to pay the Contractor for the **actual** work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 If Prevailing Wages are required, the invoice must bear the following signed statement:

"I certify that wages paid under this contract are equal or greater than the applicable wage rates set forth in the Washington State Prevailing Wage rates for Public Works Contracts issued by the State of Washington Department of Labor & Industries."

3.3 The Contractor shall complete and return the attached **Form W-9**, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they 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.

3.4 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payments shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

3.5 Final Payment. Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. Before final payment can be made, the City must receive all necessary releases from the Department of Labor and Industries and the Department of Revenue and ensure any liens filed under Chapter [60.28 RCW](#) are settled, whichever is later.

4. Warranties/Guaranty.

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the



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entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

- a) Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
- b) Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
- c) Enforce all warranties for the benefit of the City; and,
- d) Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. Change Orders. Changes to the Scope of Work to be performed, or the amount of the Contract sum, or in the time for completion of the Work, shall be accomplished only by a written amendment, signed by the Contractor and the City in advance of the proposed change. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the executed amendment.

6. Insurance. The Contractor shall procure and maintain insurance as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

6.1 No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2 Minimum Scope of Insurance. Contractors required insurance shall be of the types and coverage as stated below:

6.2.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

6.2.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury, liability assumed under an insured contract, blanket contractual, products/completed operations; broad form property damage, explosion, collapse and underground (XCU) if applicable, and employer's liability. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using [ISO form CG 25 03 05 09](#) or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#) and Additional Insured-Completed Operations endorsement [CG 20 37 10 01](#) or substitute endorsements providing at least as broad coverage.

6.2.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.2.4 Professional Liability insurance appropriate to the Contractor's profession (if applicable).

6.3 Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

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6.3.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

6.3.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

6.3.3 Worker's Compensation insurance at the limits established by the State of Washington.

6.3.4 Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

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

6.9 Notice of Cancellation. The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving give business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

7. Performance Bond (if applicable)

7.1 Performance Bond. Upon execution of this Contract, as required by [RCW 39.08](#), the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this Contract. This bond shall



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be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on a form similar to the attached hereto.

8. Retainage (if applicable)

8.1 [RCW 60.28.011](#) requires the City to withhold 5% from the moneys earned by the Contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontracts. The Contractor shall be eligible to designate the manner of retention of such moneys as provided in [RCW 60.28.011](#), as explained in the City form entitled "Declaration of Option for Management of Statutory Retained Percentage" that the Contractor must sign as part of this Contract

9. Prevailing Wage

9.1 Prevailing Wages. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the Work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of [Chapter 39.12 RCW](#) and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

9.2 In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

9.3 Contractor shall file an [Intent to Pay Prevailing Wage form](#). Contractor shall submit the Intent forms, approved by L&I to the City with payment request. No payment will be issued to the Contractor until the City receives approved forms. If any work is subcontracted on this project, an approved Intent form must be submitted for each subcontractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing the final payment.

10. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

11. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the City of Sammamish Municipal Code and regulations and ordinances of the City of Sammamish. This Contract shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of King County, Washington.

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

13. Termination.

13.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days' prior written notice. In the event of termination or suspension, all finished or unfinished



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documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall be submitted to the City within 10 days of termination or suspension.

13.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed prior to the date of termination and reimbursable expenses incurred to the date of termination.

13.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

13.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

14. Duration. This contract may be renewed at the City's option for up to **two (2) additional years**. In the event the City desires to invoke this option, the parties shall execute an amendment to this Agreement reflecting the new duration and new compensation, which will be adjusted annually based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.

15. Indemnification/Hold Harmless. The Contractor 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 in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

15.1 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

15.2 It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Contract.

16. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

17. Non-Discrimination: Discrimination by Contractor in all phases of employment and contracting is prohibited by Federal and State laws, rules and regulations. Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

18. Non-Endorsement: As a result of the selection of a Contractor to supply products and/or services to the City, the Contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the prior express written consent of the City.

19. Non-Collusion: By signature below, the Contractor acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

20. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

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21. Waiver. Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

22. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

23. Entire Contract/Binding Effect. This Contract (as defined at Section 2 herein) constitutes the entire agreement between the parties hereto.

24. Modification. No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

25. Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and shall continue in force and effect.

26. Records Keeping & Reporting.

26.1 The Contractor at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Contractor under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

26.2 The Contractor shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Contractor's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Contractor's activities which relate, directly or indirectly, to the Agreement.

26.3 On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

26.4 Contractor will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

26.5 Contractor 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. Contractor 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.

26.6 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.



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27. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given three (3) days after the date of the postmark. Notices shall be delivered or mailed to the following:

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

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

Project Manager: Monica Thompson

Email: mthompson@sammamish.us

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

Company Name: Public Restroom Company

Contact Name: Charles E. Kaufman, President

Street Address: 2587 Business Parkway, Minden, NV 89423

Phone Number: 888-888-2060

Email: chad@publicrestroomcompany.com





CONTRACT NUMBER

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name)

Date:

Signature:

Title:

CONTRACTOR

By (Print Name)

Date:

Signature:

Title:

ATTEST/AUTHENTICATED:

By (Print Name):

Date:

Signature:

Title: City Clerk

APPROVED AS TO FORM:

By (Print Name):

Date:

Signature:

Title: City Attorney

DRAFT



CONTRACT NUMBER

EXHIBIT A
Scope of Work

DRAFT



Price Proposal: Big Rock Park, Sammamish WA
Date: July 3, 2019
Reference: 8140-7/2/2019-1

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 176,827

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs including applicable taxes excluding installation. This product is fully assembled before shipment to the site and therefore not subject to retention.*

2. Installation: Turnkey Installation of the Building above @ \$ 18,928 subject to retention.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the owner provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner Final Tie In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner.

4. Total Cost of building and installation including performance Bond (1.7%) @ \$ 195,755



OWNER SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Owner Scope of Work Background:

Owner shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner verification of site access to allow Building Delivery:

1. Owner/General Contractor certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 15' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner.
5. If unseen obstacles are present when site installation begins, it is the Owner's responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

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Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner is responsible for flushing all water service lines before final connection.
2. The **Owner** is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to

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coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms:

We will invoice for our design, engineering, and architectural plans upon our submittal to you. Then, we invoice on a monthly in plant percentage of completion supported by photographs, State third party inspection reports, and State certification.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree in the excavated trench (excavation by owner to the proper depth per local code) into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

Your utility POC's start nominally 6' from the building footprint where we pick up the task and connect your services to the building stub downs. We provide all the under-slab piping (including the driven electrical ground rod or lightning rod, if applicable.) The owner brings utility services to within 6' of the pad.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner pulls the wire and ties it off on the electrical panel.

Building Better Places To Go.SM**Plumbing:**

PRC provides the POC up to 6' from the building footprint and the Owner connects the water to our stub out location

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.

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5. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
6. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
8. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
9. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
10. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
11. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

**Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

PUBLIC RESTROOM COMPANY (Company) herein warrants that all work under this contract will be free from faulty materials and improper workmanship, except from proper and usual wear, and agrees to replace or repair, without cost to the Owner, all work found to be improper or imperfect, upon proper notice to the address stated below. Our Warranty is valid for 5 years from date of acceptance but shall be extended to 20 years for structural failure.

Our extended warranties shall have no effect on any required Performance and Payment Bonds whose Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

Our warranty is enforceable only if all work performed by Company has been fully paid, including change orders, if applicable. Company has no responsibility for vandalism, neglect, abuse, or improper maintenance of the final completed building.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness. There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees,



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additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner's expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

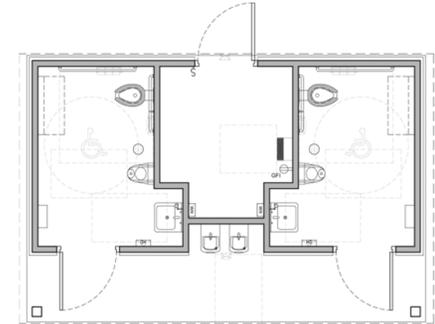
Authorized Signature

Date

Printed Name

Legal Entity Name and Address

PROJECT REF#: 8140-7/2/2019-1



FLOOR PLAN

SCALE: NOT TO SCALE



BIG ROCK PARK

SAMMAMISH, WASHINGTON

RESTROOM BUILDING

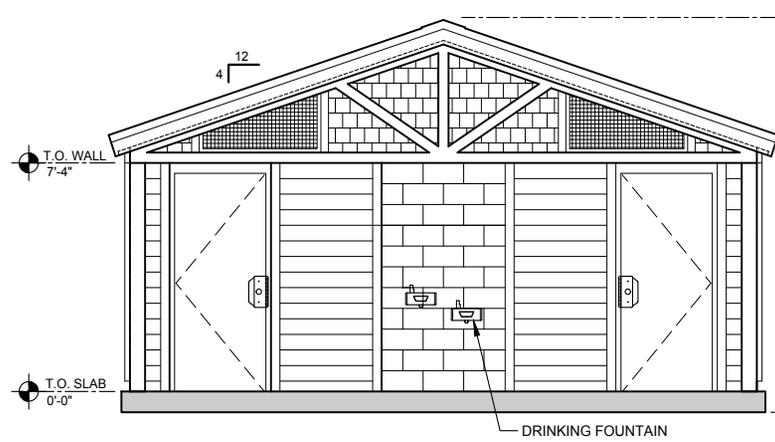
ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE



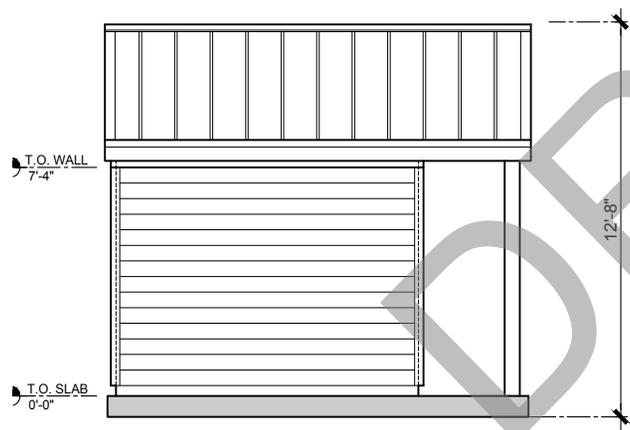
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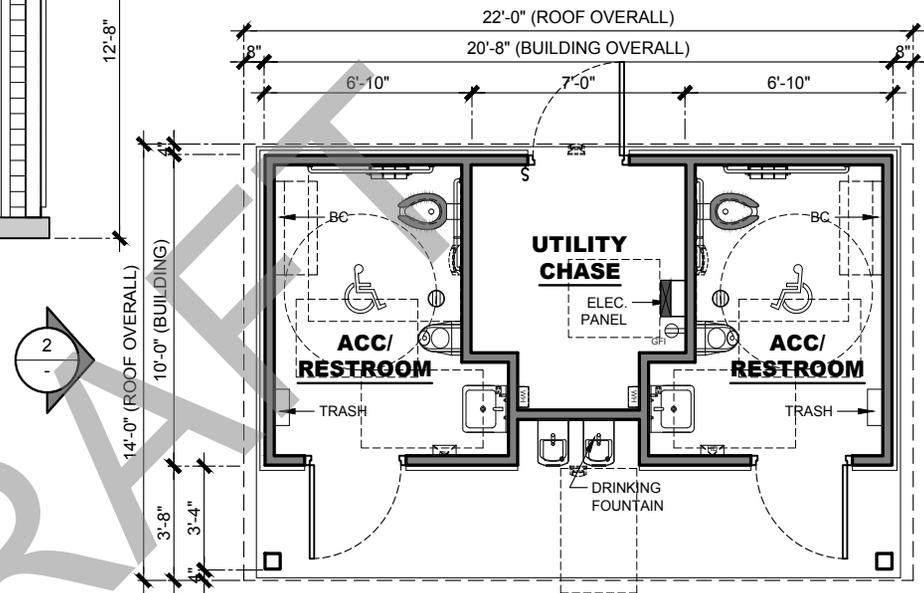
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ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"

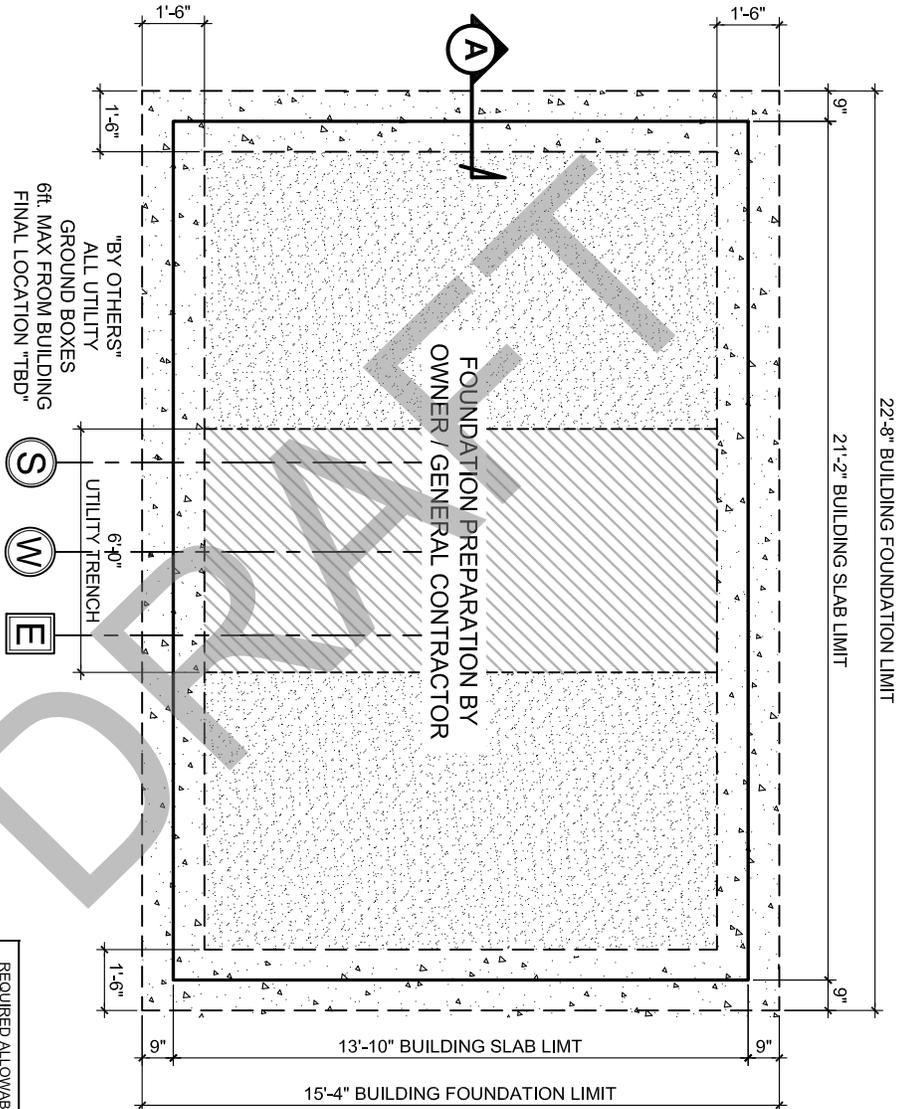


FLOOR PLAN
SCALE: 3/16"=1'-0"

NOTE: FRONT ACCESS
NO SIDE ACCES ON SITE

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		PROJECT:	BIG ROCK PARK SAMMAMISH, WA	PROJECT #:	8140	START DATE:	3/29/2019	MAX. PERSON / HOUR:	90 S
<small>Ph: 425-485-2060 Fax: 425-485-1424</small>		<small>~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE</small>							

SITE CONTRACTOR NOTE:
BOTTOM OF PREFAB SLAB BY PREFAB BLDG. MANUFACTURER IS DEAD FLAT. FOOTING TOP & COMPACTED BACK FILL MUST BE DEAD LEVEL.
POUR FOOTING WITH LAZER TRANSIT TO VERIFY TOP OF FOOTING. IF SHIM PLATES ARE REQUIRED A CHANGE ORDER IS REQUIRED.



FOUNDATION PREPARATION PLAN

SCALE: NOT TO SCALE

SEE GENERAL SITE CONDITION LIABILITY NOTE ON "PAD PREPARATION RESPONSIBILITY" PAGE



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 COMPANY.

BUILDING TYPE: **RESTROOM BUILDING**

PROJECT: **BIG ROCK PARK
SAMMAMISH, WA**

REVISION BY: _____ REVISION DATE: _____ REVISION # _____

DATE: 07-01-2019 DRAWN BY: EYE

PROJECT #: 8140

MAXIMUM PERSON AN HOUR: **90 S**

PH: 888-888-2060 | FAX: 888-888-1248

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PRELIMINARY ONLY

SUBMITTAL SPECIFICATION SHEET

Date: <u>07/03/19</u>	Size: <u>10' x 20' 8"</u>	Floor: <u>Mat Slab</u>
Public Restroom Company	Description: <u>Restroom building with</u>	Wind: <u>90 C</u>
Location: <u>Big Rock Park</u>	<u>Covered entry</u>	Roof: <u>25</u>
Project: <u>Sammamish, WA</u>	State Seal: <u>Washington</u>	

DESIGN LOADS

TYPE OF BUILDING

Walls to 7'4"	Masonry
LVR	Wood framed walls above cap beam, plank & beam roof structure, 1" x 1" x 3/16" S.S. vent, typically 1 each offset 2' from each corner

FLOOR SYSTEM

Type	Light weight concrete in primed 6x6 steel angle frame
Floor finish	
Entire bldg	Exposed concrete with light broom finish with water resistant coating
Fiberglass grates	Yes Provide grates for slab openings
Foundation Tie-Downs See note	Yes Provide steel angle tie down plates
Note: (Required for buildings that will be placed on concrete footings)	

WALL SYSTEM (structural)

Framing

Exterior	4" CMU	Precision, all rows, gray
Interior	4" CMU	Precision, gray
Cap beam (all walls)		Steel tube, painted
Above cap beam (all walls)		2x3 wood framing with PT bottom plate
Vents (exterior RR walls)		Above cap beam: 1" x 1" x 3/16" S.S. Wire mesh (2)
Vents (Mech)		Sunvent Industries model #157 EX w/O.B Damper
Sheathing (framed walls above cap beams)		7/16" OSB both sides - Note: paint one side of the OSB
Sheathing (over CMU - ext only)		3/4" PT plywood (required when cement board siding is installed over CMU)

WALL FINISHES - Exterior

CMU	Paint over block filler full height, in alcove only
Siding	Cement Board Lap Siding, painted - cedarmill pattern, to soffit
Above Cap Beam	Shingle Siding
Belt board	5/4 Cement Board with custom S.S. flashing above
Trim	Cement Board - painted
Exterior Paint	PPG Pittsburgh PittTech - gloss
Other	Provide lexan covers for vents

WALL FINISHES - Interior

Restrooms	to cap beam	Block filler & regular paint
	Base	None
	Above cap beam	Regular Painted Cement Board - stucco pattern
Mechanical	to cap beam	Block filler & regular paint
	Above cap beam	Regular Painted OSB

SUBMITTAL SPECIFICATION SHEET

ROOF SYSTEM

Style:	Gable with 4/12 pitch, 4" overhang on 3 back, 8" on sides, 3' 8" covered entry at front
Roofing:	26 ga 12" wide Standing Seam "Metal Sales Image II" (prefinished) over ice and water shield HT
Truss:	Wood with painted gusset plates
Framing:	Plank & beam
Ceiling:	2x6 KD T&G Select Deck - stained
Insulation:	None
Sheathing:	7/16" OSB
Fascia - eave & rake:	2 x 8 KD SPF wrapped with 14 ga formed steel

DOORS & HARDWARE

	Qty	Size	1 & 2 Type	3 Hinge	4 Lock	5 a Closer	5 b Pull plate	5 c Recessed pull	5 d Thresh	5 e Sweep	6 Notes
Men's RR	1	3'x7'	HM	Cont	B660	yes	both sides		no	no	6a
Women's RR	1	3'x7'	HM	Cont	B660	yes	both sides		no	no	6a
Mechanical	1	3'x7'	HM	Cont	B660	no	both sides		270A	321 SSN	6b

1. DOOR TYPES:
 - a) HM: GALVANIZED HOLLOW METAL, 14 GA DOOR w/ 14 GA FRAME.
2. ALL H.M. DOOR FRAMES:
 - WELDED WITH MASONRY ANCHORS.
 - 4-3/4" WIDE, TYPICAL
 - 4" MASONRY HEADERS
3. HINGE SPECS
 - a) CONT = PEMKO KCFM-83" HD CONTINUOUS GEAR HINGE
4. LOCKS
 - a) DEADBOLT: SCHLAGE B SERIES 626 WITH LARGE FORMAT TEMPORARY CORE
 - 1) B660J - KEY ONE SIDE, ADA TURN LEVER LOCKS AND UNLOCKS
 - 2) B663J - KEY ONE SIDE, ADA TURN LEVER UNLOCKS ONLY
5. HARDWARE SPECS:
 - a) CLOSER: LCN 4211 (add CUSH ARM for out swing doors)
 - b) PULL PLATES:
 - 1) PULL PLATE: ROCKWOOD VRT14C x VRT16C US32DMS (WITH MICRO SHIELD AND LATCH GUARD)
 - c) RECESSED PULL: CUSTOM MADE S.S..
 - d) THRESH: PEMKO (#229A FOR TILED FLOORS, #270A FOR NON TILED FLOORS)
 - e) SWEEP: PEMKO 321 SSN
6. OTHER:
 - a) MAGNETIC LOCKS - SUPPLY & INSTALL SECURITRON SYSTEM
 - b) PROVIDE DOOR STOP (Ives WS449B26D)

SUBMITTAL SPECIFICATION SHEET

RESTROOM ACCESSORIES					
ITEM	QTY	SIZE	MANUFACTURER / MODEL #	FINISH	NOTES
Grab Bars	2	18"	Pro Plus	S.S.	
Grab Bars	2	42"	Pro Plus	S.S.	
Grab Bars	2	48"	Pro Plus	S.S.	
Signs - rectangular room ID ADA - "Men"	1	6"x8"	Sign Elements	Aluminum Blue	
Signs - rectangular room ID ADA - "Women"	1	6"x8"	Sign Elements	Aluminum Blue	
Toilet Paper Holders	2	3-roll	Royce Rolls TP-3 w/lock	S.S.	
Urinal Screens	1		See note below		
Toilet Partitions	3	TOILET PARTITIONS TO BE 4" BLOCK WITH PHENOLIC DOORS AND S.S. HARDWARE (1) utility hook * is included with each toilet partition door			
Baby Changing Station	2		Foundations	S.S.	wall mount
Hand Dryer	2		Dyson Airblade V	Nickel	Surface mount
Wall Mounted Trash Receptacle	2		Bobrick B-279		
Soap Dispenser	2		Bobrick B-2111	S.S.	
Utility Hook *			Franklin Brass 5501	S.S.	
MISC					
Covered Entry:	(4) 6x6 wood posts and wood truss with painted gusset plates color selected by owner				

DRAFT

SUBMITTAL SPECIFICATION SHEET

PLUMBING		
Restrooms		
Fixture type	Vitreous China	
Toilets	Qty: 2	Kohler K-4323
Carrier	Zurn Z-1203-N3	
Seats	standard	Bemis 1955C (Black)
Flush valves	hydraulic	Zurn ZH6152AV-HET-7L-MB-BG
Urinals	Qty: 2	Kohler K-4991-ER-0-0.125GPF
Flush valves	hydraulic	Zurn ZH6195AV-HET-7L-MB-BG
Lavs (wall hung)	Qty: 2	Kohler K2007
Faucets	Chicago 807-E12-665 PSHCP TEMPERED	
Floor drains:	Qty: 2	Zurn ZN460-5B-2NH with Proflo PFP-2500 trap primer
General		
Water heater	Yes	Stiebel DHC 8/10
Tempering valve	Yes	Watts LFMMV-US-M1
Drinking fountain	Yes (2)	Murdock GSE64-GD 316SS
Bottle Filer	Yes (1)	Murdock BF3
Water filter	Yes	(single) Keystone CG10
Pressure Gauge	Yes	Proflo PFXPG100K
Check valve	Yes	ProFlo PFX315J
Pressure reducing valve	Yes	1-1/2" Watts LF25 AUB (lead free)
Diaphragm tank	Prep only	
Hose bib (interior)	Yes	Acorn 8121-LF in mechanical room
Hose reel	Yes	Rapid Reel 1041-GH with hose bib and 75' hose
Water	Copper	
Waste	PVC	
Vent cap	Yes	Smith 1748
Corp stop	Yes	McDonald 731499B
ELECTRICAL		
Service	100 amp 120/240 volt single phase	
Meter base	no - if required, it should be by others	
Panel	100 amp - main breaker	Square D QO112M100
Breakers	Plug on	Square D QO
	() Single pole 20 amp	QO120
Raceway	Metallic (EMT in exposed areas & MC Cable where concealed)	
Receptacles	(1) Dedicated GFCI	Leviton GFNT2-W
Switches	(2) Single pole (1 BYPASS)	Leviton 1221-2W
Lights - Exterior	(2) 15 watt LED	Luminaire YWP610-15W-120-4000K-OP-BRZ
	Controlled by photo cell	
	Controlled by BYPASS SWITCH	
Lights - RR	(2) 15 watt LED	Luminaire SWP1212-15W-120-4000K-OP-BRZ-OCC
	Controlled by integral motion sensor	
Lights - Mechanical	(1) 4 ft.-2 lamp- LED	Greenlighting AL-42L
	Controlled by single pole switch	
	Controlled by BYPASS SWITCH	
Wire for	(2) Hand dryer	Dyson Airblade V
Wire for	Securitron system (2 doors)	
Wire for	(1) Water heater	Stiebel DHC-E 8/10
J-box and empty conduit	(3) future installed equipment	
NOTE:	Securitron system to be supplied including exit button	



CONTRACT NUMBER

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

801 228th Avenue SE • Sammamish, WA 98075

Small Public Works Contract

Revised 3/7/2019



CONTRACT NUMBER

801 228TH Avenue SE, Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

BOND # _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ as Principal, and _____ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _____ dollars (\$_____), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

WHEREAS, on the _____ day of, 20_____, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: _____

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the _____ day of _____ 20_____

PRINCIPAL

SURETY

By _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Telephone: _____

Telephone: _____

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract

CONTRACT NUMBER



801 228th Avenue SE • Sammamish, WA 98075
 Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: _____
 Contractor: _____ Representative: _____
 Bid No.: _____ Date: _____ City Clerk: _____
 City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 I hereby notify the City of Sammamish of my instructions to:
 invest not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____
 Held in Escrow By: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1.	All investments selected are subject to City approval
2.	Retainage under this Agreement will be held in escrow by the: _____
3.	The terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
4.	The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: _____ Date _____
 Firm Name
 By _____ Title _____
 Signature Address: _____

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

 Finance Department Date

Phone: _____
 Federal ID #: _____
 Estimated Completion Date: _____

Draft



MINUTES

City Council Regular Meeting

6:30 PM - June 18, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Attended via TeleConference Call - Deputy Mayor Karen Moran and Councilmember Tom Hornish

Staff Present:

City Manager Rick Rudometkin
Director of Community Development Jeff Thomas
Director of Parks & Recreation Angie Feser
Deputy Director of Parks & Recreation Anjali Myer
Deputy Director of Finance & Risk Management Chris Gianini
Deputy Director of Public Works Cheryl Paston
City Engineer Andrew Zagars
Senior Stormwater Program Manager Tawni Dalziel
Communications Manager/Public Information Officer Sharon Gavin
City Attorney Michael Kenyon
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Councilmember Ross led the pledge.

Draft

APPROVAL OF AGENDA

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda as read. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

PUBLIC COMMENT

Mark Cross, 247 208 Ave NE, spoke regarding the Zackuse Basin Plan.

Mary Wictor, 408 208 Ave NE, spoke regarding the Stormwater Code Amendments and the Zackuse Basin Plan. Showed a presentation that is available upon request to the [City Clerk](#).

David Caufield, 20550 NE 33 St, spoke regarding the Stormwater Code Amendments and how it has affected his permit application. Showed a presentation that is available upon request to the [City Clerk](#).

James Eastman, 196 Ave NE, spoke regarding the stormwater in Sammamish and showed a presentation that is available upon request to the [City Clerk](#).

Paul Stickney, 22626 NE Inglewood Hill Rd, stated that he attended the Citizens for Sammamish meeting last night and they spoke about the Zackuse Basin Plan. Submitted some comments from Wally Perreya on the Zackuse Basin Plan. He also commented on the Flag Policy.

Karen Herring, 23684 SE 32 Way, spoke regarding the Stormwater Code amendments.

Mayor Malchow requested to the City Manager that on Agenda Bills that Community Safety gets checked when appropriate.

CONSENT CALENDAR

Payroll: For the Period Ending May 31, 2019 For a Pay Date of June 5, 2019 in the Amount of \$463,133.67

Approval: Claims For Period Ending June 18, 2019 In The Amount Of \$5,111,319.81 For Check No. 54186 Through 54316

Ordinance: Amending Ordinance No. O2018-475, The 2019-2020 Biennial Budget, For The Purpose Of Revising The 2019-2020 Biennial Budget. **(O2019-485)**

Resolution: Accepting The 2018 Intersection Improvements Project As Complete. **(R2019-837)**

Resolution: Adoption of the Zackuse Basin Plan

Resolution: Exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a).

Approval: Policy for the Display of U.S. Flag, State Flag, and Other Flags

Approval: 2019-City Hall Office Reconfiguration Phase II and Carpet Replacement/ Integrated Interior Solutions

Draft

Contract Approval: 2019 Pavement Overlay and 228th Ave Catch Basin Repair Construction Management Services/ KBA

Approval: Notes for the June 3, 2019 Study Session

Approval: Minutes for the June 4, 2019 Regular Meeting

Approval: Notes for June 11, 2019 Study Session

Deputy Mayor Moran requested to remove Item # 5 - Adoption of the Zackuse Basin Plan.

Councilmember Stuart requested to remove Item # 6 - Exempting Eastside Fire and Rescue from the Alternative Fuels Requirements.

Councilmember Hornish requested to remove Item # 7 - the Policy for the display of U.S. Flag, State Flag and other Flags, from the Consent Calendar.

These items will be placed before the Public Hearing for the Transportation Improvement Plan on the Agenda.

MOTION: Councilmember Pam Stuart moved to approve the consent agenda as amended. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

PRESENTATIONS / PROCLAMATIONS - NONE

Item # 5 - Resolution - Adoption of the Zackuse Basin Plan

Deputy Mayor Moran would like to see this item added to a Study Session at some date in the future and invite the Sammamish Plateau Water. Councilmember Stuart suggested including the feedback submitted from Citizens.

MOTION: Deputy Mayor Karen Moran moved to reschedule the Zackuse Basin Plan to a Study Session with both Water District and include all documented feedback from Citizens. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Item # 6 - Resolution: Exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a) **(R2019-838)**

Chief Jeff Clark spoke about the background regarding the alternative fuel requirements and answered the Council's questions.

MOTION: Councilmember Pam Stuart moved to approve the resolution exempting Eastside Fire & Rescue from the Alternative Fuels Requirements of RCW 43.19.648(2)(a). (R2019-838) Councilmember Chris Ross seconded. Motion carried unanimously 7-0.

Item # 7 - Approval: Policy for the Display of U.S. Flag, State Flag, and Other Flags

MOTION: Councilmember Tom Hornish moved to reschedule the policy for the display of U.S Flag, State Flag and Other Flags as amended, to a study session at a date in the future, to provide time for public input . Deputy Mayor Karen Moran seconded. Motion carried 4-3 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, and Councilmember Pam Stuart dissenting.

Draft

MOTION: Councilmember Jason Ritchie moved to AMEND Section 3.3 to add "by the City Manager" and strike "City Council." Councilmember Ramiro Valderrama seconded. Motion carried 5-2 with Councilmember Tom Hornish and Councilmember Pam Stuart dissenting.

PUBLIC HEARINGS

Public Hearing: Adopting An Updated Six-Year Transportation Improvement Plan (TIP) For 2020-2025. (R2019-839)

Cheryl Paston, Interim Director of Public Works and Andrew Zagars, City Engineer led the discussion and held a Public Hearing on the updated six-year Transportation Improvement Plan for 2020-2025.

A new handout was distributed to Council and available in the iCompass Document Center found [here](#).

Public Hearing opened at 7:35 pm and closed at 7:43 pm with the following comments:

James Eastman, E Lk Sammamish Pkwy, spoke about the need for further studies along the SR202 Corridor. Showed a presentation available upon request to the [City Clerk](#).

Paul Stickney, 22626 NE Inglewood Hill Rd, spoke about transportation and growth and stated he is supportive of adopting the TIP.

MOTION: Councilmember Jason Ritchie moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended. (MAIN MOTION) Councilmember Tom Hornish seconded. Motion failed 2-5 with Mayor Christie Malchow, Deputy Mayor Karen Moran, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.

MOTION: Councilmember Pam Stuart moved to propose, upfront, more study for Sahalee Way (TR-05 & TR_(New) row 6), to study the entire Sahalee corridor and to include temporary safety improvements. (in 2020 or 2021). Councilmember Jason Ritchie seconded. Motion carried 5-2 with Deputy Mayor Karen Moran and Councilmember Tom Hornish dissenting.

MOTION: Mayor Christie Malchow moved to make an amendment to shift all the funding relating to Sahalee Way to next year (2020). (AMENDMENT) Councilmember Tom Hornish seconded. Motion failed 3-4 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting.

Councilmember Pam Stuart moved to split apart Issaquah-Pine Lake Road and focus on a stop light at the SE 32 Roundabout near the Fire Station. Motion WITHDRAWN by both Councilmembers Stuart and Ritchie.

MOTION: Councilmember Pam Stuart moved to provide project improvement at the SE 32 St Roundabout on Issaquah Pine Lake Road at the earliest opportunity and shift the rest of the project to the right. (Shift the 2024-2015 funds to a later date) Deputy Mayor Karen Moran seconded. Motion carried unanimously 7-0.

Draft

MOTION: Councilmember Jason Ritchie moved to direct the City Manager to have Staff to look at the Sunnyhill Elementary intersection roundabout for safety improvements and report back to Council as soon as possible. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Tom Hornish moved to remove TR-34 (228th Ave SE: SE 8th & SE 10th St Intersection Study), TR-08 (Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd, Ph 2) and TR-20 (SE 14th St Extension: Lawson Park Plat to 248th Ave SE), from the TIP. (AMENDMENT) Mayor Christie Malchow seconded. Motion failed 2-5 with Mayor Christie Malchow, Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting.

Deputy Mayor Moran left the conference call at approximately 9:45 pm
Council took a break at 9:46 until 9:59 pm

MOTION: Councilmember Pam Stuart moved to to extend the meeting until 11:00 pm. Mayor Christie Malchow seconded. Motion carried 5-1 with Councilmember Ramiro Valderrama dissenting, Deputy Mayor Karen Moran absent.

UNFINISHED BUSINESS

Discussion: Stormwater Code Amendments

MOTION: Councilmember Pam Stuart moved to reschedule the Stormwater Code Amendments to a future date. Councilmember Tom Hornish seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

MOTION: Mayor Christie Malchow moved to direct the City Manager to allow Public Works Staff to use their discretion to give exemptions on specific Stormwater projects.

Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

Discussion: Transportation Improvement Plan Continued. (Reopened)

MOTION: Councilmember Jason Ritchie moved to make a motion to reconsider the adoption of the 6-year Transportation Improvement Plan as amended. Councilmember Pam Stuart seconded. Motion carried 5-1 with Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Ramiro Valderrama moved to to rename TR-05 and TR-06 to "Study/Strategy". Councilmember Jason Ritchie seconded. Motion failed 1-5 with Mayor Christie Malchow, Councilmember Jason Ritchie, Councilmember Chris Ross, Councilmember Tom Hornish, and Councilmember Pam Stuart dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Chris Ross moved to vote. Councilmember Pam Stuart seconded. Motion carried 4-2 with Mayor Christie Malchow and Councilmember Ramiro Valderrama dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Pam Stuart moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended and continue discussions, to include to the list of projects, the scope and funding of those projects, at our next Regular Meeting on July 16, 2019. Councilmember Jason Ritchie seconded. Motion failed 3-3 with Mayor Christie Malchow, Councilmember Ramiro Valderrama, and Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

Draft

Councilmember Tom Hornish moved to adjourn. (NO SECOND)

MOTION: Councilmember Ramiro Valderrama moved to reconsider the adoption of the TIP. Mayor Christie Malchow seconded. Motion carried 5-1 with Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Tom Hornish moved to adjourn. Mayor Christie Malchow seconded. Motion failed 2-4 with Councilmember Jason Ritchie, Councilmember Ramiro Valderrama, Councilmember Chris Ross, and Councilmember Pam Stuart dissenting, Deputy Mayor Karen Moran absent.

MOTION: Councilmember Pam Stuart moved to adopt the updated six-year Transportation Improvement Plan for 2020-2025 as amended (shift construction funding for (TR-02) Issaquah-Pine Lk Rd for 2024-2025 to future years and shift funding for Sahalee Way to 2020) and continue discussions, to include the list of projects, the scope and funding of those projects, at our next Regular Meeting on July 16, 2019. Councilmember Jason Ritchie seconded. Motion carried 4-2 with Mayor Christie Malchow and Councilmember Tom Hornish dissenting, Deputy Mayor Karen Moran absent.

NEW BUSINESS - NONE

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Report: Mayor Christie Malchow

Report: Councilmember Pamela Stuart

CITY MANAGER REPORT

Report: City Manager Rick Rudometkin

EXECUTIVE SESSION

Potential Property Acquisition pursuant to RCW 42.30.110 (1)(b)

MOTION: Councilmember Jason Ritchie moved to reschedule the Executive Session to a future meeting to be determined. Councilmember Pam Stuart seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

ADJOURNMENT

The meeting adjourned at 10:55 pm.

MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 6-0 with Deputy Mayor Karen Moran absent.

Lita Hachey, Deputy City Clerk

Christie Malchow, Mayor

Draft

Draft



MINUTES

City Council Regular Meeting

6:30 PM - July 2, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Staff Present:

City Manager Rick Rudometkin
Deputy Director of Public Works Cheryl Paston
Senior Stormwater Program Manager Tawni Dalziel
City Engineer Andrew Zagars
Transportation Planner Doug McIntyre
Senior Stormwater Engineer Danika Globokar
City Attorney Michael Kenyon
City Clerk Melonie Anderson

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Councilmember Ritchie led the pledge.

APPROVAL OF AGENDA

MOTION: Councilmember Ramiro Valderrama moved to approve the agenda. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Draft

PUBLIC COMMENT

Sharon Steinbus, 24933 SE 14th Street, spoke regarding the stormwater code amendments.

Karen Herring, 23684 SE 32nd Way, spoke regarding the stormwater code amendments.

Mary Wictor, 408 208th Avenue NE, spoke regarding stormwater amendments.

CONSENT CALENDAR

Payroll: For the Period Ending June 15, 2019 For a Pay Date of June 20, 2019 in the Amount of \$473,784.17

Approval: Claims For Period Ending July 2, 2019 in the amount of \$632,741.07 for Check No. 54317 through 54431

Contract: George Davis Creek Fish Passage Project, Design/ PBS Engineering and Environmental

Approval Bid Award: Trossachs Stormwater Facility PC3 Berm Repair / May Valley Excavating, Inc.

MOTION: Councilmember Tom Hornish moved to approve the consent agenda as amended. Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

Councilmember Hornish asked to remove item 8 - June 18, 2019 Minutes and Deputy Mayor Moran asked to remove item 4 - Contract: SE 8th Street to 218th Ave SE Corridor Preliminary Analysis/Perteet, item 5 - 2019-2020 Concurrency Management/DEA, and item 7 - 2019-2021 Stormwater System Maintenance/ProVac.

PRESENTATIONS / PROCLAMATIONS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Discussion: Stormwater Code Amendments

Interim Public Works Director, Cheryl Paston introduced Tawni Dalziel, Senior Stormwater Program Manager, who gave the staff report and showed a PowerPoint presentation ([presentation available here](#)).

Council gave direction to staff to have stricter regulations for development in critical landslide drainage areas. Perhaps development should be stopped until public drainage facilities are built.

Draft

MOTION: Councilmember Pam Stuart moved to draft code specific to the Tamarack and Inglewood Hill areas to require drainage review for any additions with any net new impervious surface and no exemption from tightline requirements will be allowed until such time as proper drainage facilities are in place.

Councilmember Jason Ritchie seconded. Motion carried 6-1 with Councilmember Tom Hornish dissenting.

Contract: SE 8th St - 218th Ave SE Corridor Preliminary Analysis/ Perteet

MOTION: Deputy Mayor Karen Moran moved to table this item to July 16, 2019, because it is related to the TIP discussion scheduled for that meeting.

Councilmember Tom Hornish seconded. Motion carried 5-1 with Councilmember Pam Stuart dissenting, Councilmember Jason Ritchie absent.

Contract: 2019-2020 Concurrency Management and Transportation/Traffic Engineering Services Contract/ DEA

MOTION: Deputy Mayor Karen Moran moved to direct City Staff to have this contract go out for Request for Qualifications. Councilmember Tom Hornish seconded. Motion carried 5-2 with Councilmember Jason Ritchie and Councilmember Pam Stuart dissenting.

Contract: 2019-2021 Stormwater System Maintenance - Parks & Facilities/ ProVac

EXECUTIVE SESSION - Potential Litigation Pursuant to RCW 42.30.110 (i)

Council retired to Executive Session at 8:11 and returned at 8:26 pm and took the following action:

MOTION: Councilmember Pam Stuart moved to approve the contract. Councilmember Ramiro Valderrama seconded. Motion carried 6-1 with Deputy Mayor Karen Moran dissenting.

Approval: Minutes for the June 18, 2019 Regular Meeting

MOTION: Councilmember Tom Hornish moved to withdraw the minutes to review and correct as necessary. Mayor Christie Malchow seconded. Motion carried unanimously 7-0.

Discussion: Public Responsibilities to Resolve Private Drainage Issues

Council recessed from 8:28 pm until 8:35 pm.

Danika Globokar, Senior Stormwater Engineer, and Ms. Dalziel, gave the staff report and showed a PowerPoint presentation ([presentation available here](#)).

MOTION: Councilmember Jason Ritchie moved to direct staff to bring potential drainage projects to reduce flooding in the Tamarack neighborhood and to establish the viability of using LID for funding the projects. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

Presentation: Transportation Master Plan - Plans for Community Outreach

Ms. Paston and Doug McIntyre, Transportation Planner gave the staff report and showed a PowerPoint presentation ([presentation available here](#))

MOTION: Councilmember Jason Ritchie moved to extend meeting to 10:10 pm. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

Draft

Report: Mayor Christie Malchow

Report: Councilmember Chris Ross

Report: Councilmember Valderrama reported on Eastside Fire & Rescue issues regarding PFOSS and Non-Profit status.

CITY MANAGER REPORT

Report: Rick Rudometkin

MOTION: Councilmember Tom Hornish moved to dissolve all Council Committees. Deputy Mayor Karen Moran seconded. Motion carried unanimously 0-0.

MOTION: Councilmember Jason Ritchie moved to table to September. Councilmember Pam Stuart seconded. Motion failed 3-4 with Mayor Christie Malchow, Deputy Mayor Karen Moran, Councilmember Chris Ross, and Councilmember Tom Hornish dissenting.

MOTION: Mayor Christie Malchow moved to table to July 9, 2019 and make that a Special Meeting. Councilmember Chris Ross seconded. Motion carried 4-3 with Deputy Mayor Karen Moran, Councilmember Ramiro Valderrama, and Councilmember Pam Stuart dissenting.

ADJOURNMENT

The meeting adjourned at 10:15 pm.

MOTION: Councilmember Chris Ross moved to adjourn. Councilmember Tom Hornish seconded. Motion carried unanimously 7-0.

Melonie Anderson, City Clerk

Christie Malchow, Mayor

Draft



MINUTES

City Council Special Meeting

6:30 PM - July 9, 2019

City Hall Council Chambers, Sammamish, WA

Mayor Christie Malchow called the special meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Christie Malchow
Deputy Mayor Karen Moran
Councilmember Jason Ritchie
Councilmember Ramiro Valderrama
Councilmember Chris Ross
Councilmember Tom Hornish
Councilmember Pam Stuart

Councilmember Hornish attended via tele-conference.

Councilmember Valderrama joined meeting at approximately 8:00 pm via a tele-conference call.

Staff Present:

City Manager Rick Rudometkin
Deputy Director of Public Works Cheryl Paston
Senior Stormwater Engineer Danika Globokar
Senior Stormwater Program Manager Tawni Dalziel
City Engineer Andrew Zagars
Management Analyst Mike Sugg
City Clerk Melonie Anderson

ROLL CALL

Roll was called.

APPROVAL OF AGENDA

MOTION: Councilmember Tom Hornish moved to approve the Agenda. Councilmember Chris Ross seconded. Motion carried unanimously 6-0 with Councilmember Ramiro Valderrama absent.

PUBLIC COMMENT

Mark Cross, spoke regarding the Zackuse Creek Drainage Basin Plan.

Draft

Karen Herring, 23684 SE 32nd Way, spoke regarding the Zackuse Basin Plan and showed a PowerPoint presentation (presentation available upon request of the City Clerk at manderson@sammamish.us).

Todd Southwick, 413 209th Avenue NE, spoke regarding the need for drainage facilities in his neighborhood.

Mary Wictor, 408 208 Street NE, spoke regarding drainage issues and showed a PowerPoint presentation (presentation available upon request of the City Clerk at manderson@sammamish.us).

PRESENTATIONS

Discussion: Introduction to the Draft Zackuse Basin Plan

Danika Globakar, Associate Stormwater Engineer and Tawni Daziel, Senior Stormwater Program Manager, gave the staff report and showed a PowerPoint presentation ([presentation available here](#)). Staff also handed out a matrix of public comment and staff responses to the comments regarding the basin plan. [This document is available here.](#)

Presentation: King County 2019 Comprehensive Solid Waste Plan

Andrew Zagars, City Engineer and Pat McLaughlin, King County Solid Waste, gave the staff report and showed a PowerPoint presentation ([presentation available here](#)).

UNFINISHED BUSINESS

NEW BUSINESS

Council recessed from 8:10 pm to 8:17 pm.

Discussion: City Council Committees

Mike Sugg, Management Analyst, gave the staff report.

MOTION: Mayor Christie Malchow moved to move the Legislative and Finance Committee to the whole Council. Councilmember Tom Hornish seconded. Motion was not voted on.

MOTION: Councilmember Jason Ritchie moved to amend, to add all standing and ad hoc committees to the Committee of the Whole. Councilmember Ramiro Valderrama seconded. Motion carried unanimously 7-0.

COUNCIL REPORTS/ COUNCIL COMMITTEE REPORTS

CITY MANAGER REPORT

ADJOURNMENT

Draft

The meeting adjourned at 09:00 pm.

Melonie Anderson, City Clerk

Christie Malchow, Mayor

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	SE 8th St - 218th Ave SE Corridor Preliminary Analysis Preliminary Design Contract - Perteet Inc.	
DATE SUBMITTED:	June 25, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to enter into a contract with Perteet, Inc. for preliminary design of the SE 8th Street - 218th Avenue SE Corridor Project.	
EXHIBITS:	1. Exhibit 1 - SE 8th St - 218th Ave SE Contract 2. Exhibit 2 - Vicinity Map SE 8-218th	
BUDGET:		
Total dollar amount	\$450,100	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	340-152-595-30-63-00 and 212th-SE 4th (340-166-595-30-63-00)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to enter into a contract with Perteet, Inc. for preliminary design of the SE 8th Street - 218th Avenue SE Corridor Project?

KEY FACTS AND INFORMATION SUMMARY:

This corridor consists of two roadway segments, listed on the current Six Year Transportation Capital Improvement Plan (TIP) as Projects TR-18 and TR-42. The general purpose of this analysis is to determine capacity and safety improvements necessary to accommodate increasing traffic volumes and multimodal use along the corridor. These roadway segments were first placed on the TIP in 2016 ([R2016-687](#)). During design of the SE 4th Street Improvement project and as a result of discussions

with Council and public outreach, Council requested that these corridor segments be added to the TIP and studied for improvement needs to accommodate future increasing traffic resulting from Town Center development and recent City park acquisitions. Additional information and background can be found on the [Project webpage](#).

In April 2019, staff advertised a Request for Qualifications for this project. Four firms submitted qualifications for consideration. The Perteet Inc. team was determined to be the best qualified and a detailed scope and fee has been negotiated. The major elements of the analysis include public outreach; traffic analysis; preliminary technical studies which include environment, geotechnical, and stormwater; development of a conceptual roadway footprint; and a project cost estimate.

Design requirements for a Collector Arterial roadway will be used to analyze this corridor. Since this is a transportation redevelopment project, it may not be possible to meet all design parameters and it is anticipated that constraints from existing adjacent private properties and environmental critical areas will have an impact on the final roadway footprint. This study will determine if there are necessary deviations to the Public Works Standards, highlight constraints and mitigation needs for critical areas, develop a reliable project cost estimate, and provide design guidance for the corridor.

A road concept and design recommendation with cost estimate is anticipated to be presented to City Council in Quarter 2 of 2020 after community outreach and technical analysis has been completed. City Council direction will be sought at that time for approval to establish a proposed roadway concept and design requirements, and finalized through Resolution. Currently, funding is only allocated for preliminary analysis. This analysis will provide a scoping level estimate that can be used to plan for future project costs and greatly minimize future budget and timing issues that often arise during projects that do not have a preliminary design phase.

FINANCIAL IMPACT:

The effort for preliminary analysis is included in the 2019-2020 biennial budget. The proposed contract amount for preliminary design is \$409,100 plus a 10% management reserve of \$41,000.

OTHER ALTERNATIVES CONSIDERED:

Council may choose to defer preliminary design of the project until additional engineering or construction funds are allocated and then execute a contract to complete the entire design. The likely consequences of deferring preliminary design is increased potential for unanticipated costs, schedule during final design and missed opportunities for grant funding and land acquisition for stormwater detention facilities.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan](#) - All of the goals in Transportation and multiple goals in other Elements

[Transportation Master Plan](#) - Safety for all users; Balancing a connected roadway network and neighborhood character

[6 Year TIP Projects \(TR 18 & 42\)](#) - Analyze corridor for traffic and safety

[2018 PRO Plan](#) (pg 83) - Southern half of project is within a 1/2 Mile Walkshed to neighborhood parks



CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.us

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

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

Consultant Name: Pertect Inc. hereinafter referred to as the "Consultant."

Project Description: Preliminary Analysis for SE 8th Street – 218th Avenue SE Corridor, from 212th Avenue SE to Inglewood Hill Road

Commencing:

Terminating: December 31, 2020

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. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
 - a) This Agreement and all exhibits attached thereto;
 - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
 - c) The submitted project quote, bid or proposal
 - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
 - e) W-9 Request for Taxpayer Identification #
 - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
- 3. Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit B"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$ 409,100	



Other (ex. Hourly):	\$
---------------------	----

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they 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.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 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

4.2 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

4.3 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.

4.4 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.

4.5 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.

5. Indemnification/Hold Harmless.

5.1 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, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 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 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.



5.3 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.

6. Insurance. (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

6.1 No Limitation. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

6.2 Minimum Scope of Insurance. Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

6.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.



6.7 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Notice of Cancellation. The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.9 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

7. 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, sub consultants, 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.

8. Non-Discrimination. 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.

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

11. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

12. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

13. 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.

14. 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.

15. 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 unless such disclosure is required by law or court order.



16. 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.

17. 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.

18. Record Keeping and Reporting.

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

18.5 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.

18.6 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.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. Notices. Notices to the City of Sammamish shall be sent to the following address:
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager: Jim Grueber
Email: jgrueber@sammamish.us

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

Company Name: Perteet Inc.
Contact Name: Peter De Boldt, PE
Street Address: 505 Fifth Avenue South, Suite 300
Phone Number: 206.436.0532
Email: peter.deboldt@perteet.com

21. 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>."

22. 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.



By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

CONSULTANT:

By: <i>Peter De Boldt</i>	Date: June 24, 2019
Print Name: Peter De Boldt	Title: Vice President

ATTEST/AUTHENTICATED:

By:	Date:
Print Name:	City Clerk

APPROVED TO AS FORM:

By:	Date:
Print Name:	City Attorney

801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

Agreement for Services

Revised 4/7/2019



EXHIBIT A
Scope of Work

SE 8TH STREET – 218TH AVENUE CORRIDOR, FROM 212TH AVENUE SE TO INGLEWOOD HILL ROAD

Agreement with Pertect Inc.

June 24, 2019

EXHIBIT A

CITY OF SAMMAMISH
SE 8th Street – 218th Avenue SE Corridor
212th Avenue SE to Inglewood Hill Road
Preliminary Analysis

Scope of Services
June 24, 2019

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PROJECT DESCRIPTION, DESIGN CRITERIA, AND PROJECT ASSUMPTIONS

Project Description

The City of Sammamish (CITY/CLIENT) is requesting professional engineering services from Perteet, Inc. (CONSULTANT) for Preliminary Analysis of SE 8th Street – 218th Avenue SE Corridor. This multi-street corridor is comprised of three main segments; SE 8th Street from 212th Avenue SE to 218th Avenue SE; 218th Avenue SE from SE 8th Street to SE 4th Street; and 218th/217th/216th Avenues SE/NE from SE 4th Street to Inglewood Hill Road. The segments are classified as collector arterials through primarily residential areas and connect to the west side entrance of the developing Town Center. The roadway cross sections along the corridor vary both in width and type, consisting of rural two-lane cross sections with narrow shoulders and open ditches, and urban “half-streets” with curb, gutter and sidewalk. The past, present and future residential developments will have an impact on the corridor design.

This analysis will develop scoping level documents for a future road improvement project. The conceptual roadway footprint will be based on the City’s Public Works Standards for a Collector Arterial road and refined through a Context Sensitive design approach. The CONSULTANT will gather community input, investigate environmental and topographical constraints; and collect traffic data for analysis. The CONSULTANT will utilize this information to analyze and develop a “best-fit” roadway footprint; determine environmental mitigation needs, storm water treatment needs and possible storm water facility locations; and develop project design parameters and a project scoping estimate. The analysis will document any design deviations that may be necessary and will be the basis for future engineering design. The planning level total project cost estimate for this corridor is \$22.3 million.

The primary goals of this phase are:

1. Develop a preferred concept that is supported by the public
2. Develop an accurate total project cost estimate
3. Identify future design issues
 - a. Stormwater
 - b. Critical Areas
4. Obtain Council approval

The major features of the project include:

- Public Outreach
- Traffic Analysis
- Preliminary Environmental (Wetland and Stream) Analysis
- Preliminary Geotechnical Technical Memorandum

- Preliminary Stormwater Design Analysis
- Roadway Geometric Analysis
- Analysis Summary Reports
- Scoping Level Cost Estimate

The project duration is assumed to be twelve (12) months.

Design Criteria

The design and plans, specifications and estimate (PS&E) will be based on the requirements of the City of Sammamish Public Works Standards and the companion publications and documents detailed in Chapter 6 of the Standards. It is assumed the project will receive federal funds, therefore the latest WSDOT Local Agency Guidelines (LAG) Manual will be followed.

Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.

Task 1.0 Project Management and Quality Control

1.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT will use Vision to deliver an earned value graph to monitor and visually present project expenditures for the project with each month's progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

1.2 Subconsultant Coordination

Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

1.3 Project Schedule

The CONSULTANT and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 12-conceptual design process. The schedule shall be arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables: Project Schedule and Monthly Updates.

1.4 Monthly Invoices/Progress Reports

Monthly invoices will be prepared by the CONSULTANT per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables: Monthly Invoices and Progress Reports (12 total).

1.5 Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for the CLIENT to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT shall prepare for, attend, and document progress meetings, including the kick-off meeting, with CLIENT staff. Meetings will be required for coordination with the CLIENT and other affected agencies. Up to two CONSULTANT staff will attend on average one meeting every third week with the CLIENT's project manager for the duration of the project. The meetings will be held in a location acceptable to the CLIENT and the CONSULTANT.

Internal Team Coordination Meetings

It is anticipated that the CONSULTANT will have internal coordination meetings (in person or via conference call) with the CONSULTANT staff. The purpose of the meetings is to coordinate interdisciplinary issues.

Meeting Totals:

<u>Meeting:</u>	<u>Number:</u>
Kick-off Meeting	1
Progress Meetings	20 (Assumes meeting every 3-weeks for 12 months, plus 4 extra)
Internal Team Coordination Meetings	16 (Assumes meeting every 3-weeks for 12 months in person or via conference call)

Deliverables: Meeting Minutes (21 total).

1.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

Deliverables:

- Pdf Copy of CONSULTANTS QC/QA process.
- A signed statement of quality assurance with each final deliverable documenting that it has been reviewed and deemed to be acceptable.

1.7 Change Management

Project Managers from the CLIENT and the CONSULTANT are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 2.0 Traffic Modeling and Analysis

The CONSULTANT will review with the CLIENT existing traffic count information with the and existing conditions that could impact model results to determine the most appropriate existing conditions to model. The

CONSULTANT shall model the 2035 forecast design year based on the CLIENT's concurrency model for both the AM and PM peak hours. The traffic analysis will focus on the project corridor, including the SE 8th Street/212th Avenue SE intersection and the Inglewood Hill Road/216th Avenue intersection.

2.1 Existing Conditions Analysis (AM and PM)

The CONSULTANT shall obtain intersection turning movement counts for both the AM (7:00-9:00) and PM (4:00-6:00) peak hours at the following study corridor intersections.

1. SE 8th Street and 212th Avenue SE
2. SE 8th Street and 214th Avenue SE
3. SE 8th Street and 218th Avenue SE
4. 218th Avenue NE and SE 1st Street
5. 218th Avenue SE and Main Street
6. 218th Avenue NE and NE 1st Street
7. 216th Avenue NE and NE 4th Street
8. 216th Avenue NE and Inglewood Hill Road

The CONSULTANT shall also collect 24-hour tube count information at two locations along the corridor to collect traffic volume and speed data. One will be collected on the SE 8th Street corridor just east of 214th Avenue SE and the other will be collected on 218th Avenue NE just north of NE 1st Street. The CONSULTANT shall be on-site conducting travel time surveys during the data collection periods to observe and document traffic operations throughout the Study Corridor. Traffic counts shall be collected when local schools are in session.

The CONSULTANT shall start with the City's operational model (Synchro) within the study corridor and expand it to include all eight study area intersections. The CONSULTANT shall summarize intersection delay and LOS from the Synchro model. The CONSULTANT shall then convert the Synchro study area model into VISSIM for microsimulation and visualization purposes. The VISSIM model will be calibrated using collected field data.

Deliverables:

- Existing 2019 traffic counts in both the AM and PM peak hours at the ten study area intersections along the corridor.
- Existing 2019 Speed Study.
- Existing 2019 Synchro operational model – separate files for AM and PM peak hour
- Existing intersection delay and level of service (LOS) in table form
- Existing 2019 VISSIM simulation model

- Existing queuing and travel times in table form
- One existing conditions simulation video from a “fly over” perspective

2.2 Future 2035 No-build Analysis (AM and PM)

The CONSULTANT shall utilize the City’s forecast (year 2035) demand model to calculate future (year 2035) vehicular demands at all ten study area intersections. The demand model should be consistent with that of the future “Base Case” from the City’s Transportation Master Plan (TMP).

The CONSULTANT shall update the existing conditions Synchro and VISSIM models with the future 2035 turning movement demands.

Deliverables:

- Future year (2035) No-build traffic volumes in both the AM and PM peak hours at the nine study area intersections along the corridor.
- Future year (2035) No-build Synchro operational model
- Future year (2035) No-build intersection delay and LOS in table form
- Future year (2035) No-build VISSIM simulation model
- Future year (2035) No-build queuing and travel times in table form
- Optional Work to be added to contract if necessary in the future: One Future year (2035) No-build conditions video from a “driver” or “fly over” perspective

2.3 Future 2035 Intersection Analysis (AM and PM)

The CONSULTANT shall update the models created in Task 2.2 to create three new 3-lane alternatives. The lane configurations for the improvement alternatives are described as follows:

- **3-lane Roundabout Alternative:** Widen the Study Corridor to a 3-lane roadway (1 travel lane in each direction with a median and/or left-turn pockets at major intersections) with bike lane, curb, and sidewalk. Any intersection not meeting City operational standards in the No-build condition will be mitigated with the installation of a new mini-roundabout.
- **3-lane Stop-Sign (or Signal) Controlled Alternative:** Widen the Study Corridor to a 3-lane roadway (1 travel lane in each direction with a median and/or left-turn pockets at major intersections) with bike lane, curb, and sidewalk. Any intersection not meeting City operational standards in the No-build condition will be mitigated with the installation of a minor-street stop sign control, or a four-way stop.
- **Preferred Alternative:** The preferred alternative, which may be a blend of the 2 alternatives listed above.

Deliverables:

- Future year (2035) with 3-lane Project Synchro operational models (Roundabout, Stop Sign controlled, and Preferred Alternative)
- Future year (2035) with 3-lane Project intersection delay and LOS in table form
- Future year (2035) With 3-lane Project VISSIM simulation models (Roundabout and Stop Sign controlled)
- Future year (2035) with 3-lane Project queuing and travel times in table form
- Future year (2035) with 3-lane Project conditions videos for each VISSIM developed, each with a “fly over” perspective.

2.4 Signal Warrant and Stop Control Warrant Analysis

A signal warrant analysis will be conducted for the 212th Avenue SE and SE 8th Street unsignalized intersection, and for the 218th Avenue SE and SE 8th Street if it does not meet the City’s operational standard in the No-build condition (Task 2.1). Stop Control Warrant analysis will be conducted at the other corridor intersections if they do not meet the City’s operational standard in the No-build conditions (Task 2.1). The analysis will be based on the Manual on Uniform Traffic Control Devices (MUTCD, 2009 edition). Twenty-four-hour tube counts will be collected at each intersection above that requires the warrant evaluation. Tube counts will be collected at all intersection legs except for the south leg of 218th Avenue SE at SE 8th Street (total of 7 lefts) for multi-hour volumes for the signal warrant analysis. The analysis will scale current tube count volumes by the ADT provided in task 2.1 to evaluate a 2035 warrant analysis.

Deliverables:

- Signal warrant analysis findings.

2.5 Traffic Technical Report

The Traffic Technical Report shall document the assumptions, methodology, findings, conclusions, and recommendations of traffic modeling, traffic operational analysis, and signal warrant analysis. Desired improvements for the study corridor will be highlighted. VISSIM video clips shall be provided for City Council and/or public meetings.

Deliverables:

- Traffic Technical Report (draft), electronic (PDF) format.
- VISSIM video clips for City Council and/or public meetings.

2.6 Update to Traffic Technical Report

The CITY staff shall review the Traffic Technical Report and provide one set of consolidated, non-conflicting, comments to the CONSULTANT in written format. The CONSULTANT shall revise the report to incorporate to the

comments of the CITY staff. A final report shall be submitted to the CITY's Project Manager. The CONSULTANT shall revise the report one time only.

Deliverables:

- Traffic Technical Report (final), electronic (PDF) format.

Task 3.0 Public Involvement

The goal of the community involvement task is to gather from and provide information to the public about the project and its status, and to establish a forum for the community and affected property owners and City leadership to provide input in the development of the project.

3.1 Communications Plans

The CONSULTANT will provide a Communications Plan that describes the outreach strategy for the project, key project messages, and tools and techniques that will be used to solicit input from City leadership, key stakeholders, community organizations, nearby businesses and residents and the broader public. The Communications Plan will include a public outreach schedule and describe how public input will be used to inform identification of the preliminary design. The plan will also outline all communications tasks, roles and responsibilities, external and internal stakeholders, target audiences, limited-English speaking populations, strategies for ensuring inclusive and equitable outreach, local avenues for communication and notification, and recommended City-led briefings and media and/or social media strategies. The CONSULTANT will conduct a high-level demographic analysis of the current population to identify the need for any project translations to support the outreach process

Assumptions:

- City staff will provide timely and coordinated review of all draft strategies and materials to streamline production and team efficiency.
- The City will identify and provide contact information (email, mail and phone) for project point of contact at the City to include on all outreach materials.
- The City will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The City will share these communications, as appropriate, to inform public outreach plans and/or the final outreach summary.

Deliverables:

- One (1) draft and one (1) final communications plan

3.2 Public Meeting

Public meetings provide an opportunity for the broader public to meet with project staff and offer meaningful input at key decisions points as a part of the preliminary design phase. One public meeting is planned for this project.

The meeting will be held to present potential corridor design options and to gather information from the public regarding their current experience using the corridor and key concerns that can be considered as the team identifies and evaluates potential design options.

The CONSULTANT will develop a meeting plan, materials (i.e., comment form, sign-in sheets, handouts and display boards) and agendas for the public meeting. The CONSULTANT will also set-up, staff and facilitate the public meeting. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

Assumptions:

- The City will be responsible for all direct costs of the in-person event, including potential venue fees and refreshments.

Deliverables:

- Coordination for and staff support and/or facilitation (1 staff and 1 facilitator) for one (1) public meeting
 - One (1) public meeting plan
 - One (1) public meeting agenda
 - One (1) facilitation guide/annotated agenda
 - One (1) comment form
 - One (1) public meeting summary
 - One (1) team preparation meeting

3.3 Online Open Houses

At the outset of the project, an online open house will be deployed to gather input from the community on their priorities, goals and future vision for the corridor. This input will be used to inform the development of initial alternatives.

To complement the public meeting, the CONSULTANT will develop a second online open house to share the same content that will be displayed at each in-person event and solicit feedback from the community via an online survey. This tool is particularly helpful to solicit broader public input from those who are unable to attend the in-person meeting yet still have a desire to provide their input on the project. All content developed for the public meeting will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house.

The online open house includes use of a custom sub-domain website that will be seamlessly linked from the City's website, project-specific customized layout, station tabs to match in-person meeting station materials, fully responsive design (i.e., for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted.

Assumptions:

- The online open house will include one (1) custom sub-domain, customized theme (header graphic, headline and button colors), up to five (5) station tabs per deployment, fully responsive design, integration

with Google Translate and social share, capture and report of submitted comments, hosting for up to one month per deployment, and upload of all content. Content will be largely provided by the City or be similar to print materials, requiring an assumed lower level of effort for content development.

Deliverables:

- Two (2) online open houses and related comment exports

3.4 Outreach Materials and Notifications

The CONSULTANT will develop content and provide graphic design support for project materials and notifications and provide updates as the project progresses and/or key milestones are reached. Materials will include the development of a project fact sheet, frequently asked questions (FAQ) document, and display boards for public meetings. Notifications will include the development of project posters, online and/or print display ads and project postcards. Notification content can also be used by City staff to apply to the City’s website, social media, e-newsletter and newsletter, and/or provided to local organizations, homeowner associations, and key stakeholders to use in their own independent avenues for communicating with the community.

The CONSULTANT will work with City staff to update the project website updates at key milestones, using information from the project fact sheet and FAQ document, as well as other sources.

Graphic renderings shall be in full color, with digital design and survey bases, typical cross sections, aerial photos, and site photos provided to the design team for use in the development of the graphic renderings.

Assumptions:

- For public meeting materials, City staff and CONSULTANT will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.
- The City will take the lead in notifying the public for the public meeting and other opportunities to provide input (i.e. event outreach, tabling, and briefings) with support on strategy, content and notifications from the CONSULTANT. The City will lead:
 - Coordination of and payment for direct mailings with the City’s preferred vendor using a “print-ready” copy of the final mailer
 - Placement of display ads with print and/or online publications
 - Distribution of information via the City’s website, social media, e-newsletter and/or mailed newsletter and providing content to other local avenues of communication
 - Placement event notification posters along the corridor at local gathering places
 - Maintenance of a stakeholder email list of interested parties
- The City will take the lead role on any proactive media outreach and media response for the project.

- The City will print any outreach materials when possible unless they do not have the equipment to produce a piece. In that case, the City will be billed directly for all external printing or mailing services, including display boards and translation services.
- On-site signage (i.e. variable message signage) will be installed by City field crews to advertise public events.

Deliverables:

- Two (2) 3D photorealistic renderings at key locations determined by the design team and the City.
- One (1) rendered plan view of the entire corridor.
- Materials and notifications (1 draft and 1 final of each):
 - Fact sheet (initial and 1 update)
 - FAQ (initial and 1 update)
 - Display boards (8 Total)
 - On-site variable message signage (1)
 - Display advertisements (online or print; 1 total)
 - Poster (2 total)
 - Postcard (2 total)
 - Content for two (2) rounds of notification for the City to post or distribute through other local avenues of communication
 - Content for up to two (2) project website updates

3.5 Outreach Summary Report

The CONSULTANT will prepare an outreach summary at the end of the public outreach process for Phase 1. The summary will include an overview of the outreach approach, how input was solicited and used to inform the preliminary design, what was heard from key stakeholders, local organizations and the public during the outreach process, and an evaluation of the outreach process. This information can be used to inform the outreach process for future project phases, grant applications, and/or for future award applications for the project.

Assumptions:

- CITY will review the draft report and provide consolidated comments in a timely manner (2 weeks)

Deliverables:

- Support for one (1) City Council briefing (further described in task 7)
- One (1) draft and one (1) final outreach summary report

Task 4.0 Technical Memorandums

To support the alternatives analysis and preliminary project design, the environmental documentation is limited to an existing conditions memorandum, stream crossings memorandum, preliminary geotechnical report, preliminary retaining wall evaluation technical memorandum, infiltration evaluation technical memorandum, and preliminary storm drainage report. Implementation-level environmental documentation to fulfill SEPA or NEPA requirements will be prepared as a supplement during Phase 2- Final Design.

4.1 Critical Areas Existing Conditions Memorandum

The CONSULTANT shall prepare a Critical Areas Existing Conditions Memorandum to identify key discriminators and environmental constraints for up to three design alternatives along the same alignment. A desktop review will be conducted to review critical areas maps, environmental information, and GIS data from the City, County, and various state agencies. In addition to identifying potential environmental constraints, the Existing Conditions Memorandum shall identify possible mitigation strategies and permitting implications associated with the three design alternatives.

Specific topics addressed in the Existing Conditions Memorandum will include:

- wetlands,
- streams,
- floodplains or floodways,
- other fish and wildlife habitats (including priority and federally listed species), and
- geologically hazardous areas.

These topics will be addressed at a screening level to inform alternatives comparison and decision-making. The CONSULTANT will conduct one day of field work to identify the approximate locations of streams and wetlands at a reconnaissance level. Wetland boundaries and ordinary high-water marks of streams will not be delineated or marked in the field. The wetlands will not be formally rated, but a classification for each will be assumed to support rough impact quantification and mitigation needs assessment.

The Memorandum will assess expected permits and approvals that will be required for each of the three alternatives, including federal permits such as the Clean Water Act (CWA) Section 404 permit, state permits such as the Hydraulic Project Approval and CWA Section 401 Water Quality Certification, and local permits such as clearing, grading, and critical areas permits.

Deliverables:

- Draft Critical Areas Existing Conditions Memorandum for review and comment (electronic PDF)
- Final Critical Areas Existing Conditions Memorandum (electronic PDF)

Assumptions:

- The critical areas reconnaissance will be conducted prior to development of the alternatives.
- Stream and wetland reconnaissance effort will be limited to one field day. Approximate wetland boundaries and stream locations will be marked in the field on aerial photos. Reconnaissance will be limited to 100 feet to either side of the improved road corridor and to the road-facing wetland edge or ordinary high-water mark (for stream segments that are not perpendicular to the road). Field work will be conducted from the road right-of-way except where the City has secured property access. Where access has not been granted, the boundaries of potential wetlands and streams will be approximated based on observations made from the road right-of-way or other public land.
- Wetland data pits will not be recorded; formal wetland ratings will not be completed.
- No permit or approval applications will be prepared.
- Memorandum figures will be limited to a vicinity map, project area map, and wetland/stream reconnaissance exhibit.
- No new data will be collected except for the reconnaissance-level wetland and stream boundaries and locations.

4.2 Preliminary Stream Crossings Memorandum

The CONSULTANT shall prepare a Preliminary Stream Crossings Memorandum that will describe existing conditions of stream crossings and considerations for the design and construction of up to three fish passable structures within the project area. Field measurements of each channel's bankfull width will be collected along with photo documentation of channel conditions. The memorandum shall document average bankfull widths for each of the three channels and recommendations for fish passable culvert widths in accordance with Stream Simulation methods. The memorandum shall also provide descriptions of hydrologic, hydraulic, and geomorphological conditions based on available data.

The CONSULTANT will meet with the City and select agencies (anticipate Washington Department of Fish and Wildlife and potentially the Muckleshoot Indian Tribe) at the site to review and confirm the bankfull width and culvert span design recommendations.

Deliverables:

- Draft Preliminary Stream Crossings Memorandum for review and comment (electronic PDF).
- Final Preliminary Stream Crossings Memorandum (electronic PDF).

Assumptions:

- Hydrologic and/or Hydraulic modeling needs will not be performed but recommendations for future modeling needs will be summarized.
- City will provide access 200 feet upstream and downstream from each crossing.
- See additional CONSULTANT requirements in Section 5.3 assumptions pertaining to analysis and documentation of project needs/impacts required by SMC 21A.50, Environmentally Critical Areas.

4.3 Preliminary Geotechnical Technical Memorandum

The CONSULTANT's geotechnical contribution to the project will include assessment of sloping areas within the corridor, assessment of wall and foundation types, assessment of potential infiltration locations, embankment material and design considerations, and assessment of erosion potential. In order to complete a geotechnical scope of work, the geotechnical portion of the project will include three phases.

Research

The CONSULTANT shall begin with a literature search of readily-available information. The CONSULTANT shall review readily-available information including Soil Conservation maps (NRCS), USGS maps, LIDAR maps, City of Sammamish information, and reports prepared by the CONSULTANT or others in the area. A thorough review of the available information will provide valuable information, allowing efficient planning of the on-site fieldwork.

Field Reconnaissance

The CONSULTANT shall perform a site walkover of the project area. At that time, the CONSULTANT shall map the exposed geology and document the current condition of the project area.

Preliminary Technical Memorandum

Upon conclusion of the literature research and field reconnaissance, the CONSULTANT shall provide a preliminary geotechnical report describing the findings. Preliminary findings in the report will include:

- General geologic characterization along the corridor,
- Qualitative assessment of slope stability along the corridor,
- Qualitative assessment of the erosion potential along the corridor,
- Qualitative assessment of the existing roadway pavement and it's potential for salvaging.
- Conceptual wall alternatives for the cut and fill sections along the corridor,
- Conceptual foundation alternatives for the stream crossing structures at the corridor,
- Possible stormwater infiltration locations along the corridor,

- Possible embankment fill material to be used along the corridor, and
- Potential design considerations to be considered for future phases.
- Documentation of any additional design requirements that may be necessary

Deliverables:

- Draft Preliminary Geotechnical Technical Memorandum for review and comment (electronic PDF)
- Final Preliminary Geotechnical Technical Memorandum (electronic PDF)

Assumptions:

- The CONSULTANT'S site reconnaissance will be limited to public right-of-way and properties where the CITY has secured access. Where access has not been granted, the CONSULTANT'S observations will be made from the road right-of-way or other public land. Vegetation clearing by the CONSULTANT will not be performed.
- No subsurface explorations will be done in this phase.
- Geotechnical engineering analyses involving calculations will not be performed during this phase. Pavement design, wall design, slope stability, settlement, infiltration, and foundation design will be performed during the next phase of the project.
- The CONSULTANT will assess erosion potential along slopes adjacent to the corridor. Erosion potential along the upstream and downstream stream embankments will not be assessed.
- The CONSULTANT will review SMC 21A.50, Environmentally Critical Areas prior to any site assessments and address all report requirements that can be performed without calculations or subsurface exploration.
- The CONSULTANT will evaluate the conceptual roadway design and provide summary of design elements that will need future consideration and analysis to meet SMC 21A.50 requirements.
- The CONSULTANT will review and collect records from King County Health Department for adjacent parcels with On-Site Sewage Disposal Systems.

4.4 Preliminary Storm Drainage Design Memorandum

This is a *transportation redevelopment project* that will be adding more than 2,000 square feet of new impervious surfacing and require drainage improvements. The CONSULTANT shall prepare a conceptual level stormwater analysis of the project area, including:

- Conduct one site visit to evaluate existing drainage patterns and existing drainage systems, and natural discharge locations.

- Review the City of Sammamish GIS database, as-builts, and hydraulic information for existing storm drainage systems as provided by the City. Determine the drainage basin(s) and Project Threshold Determination Areas (TDAs).
- Estimate the existing impervious, new impervious, and new pervious areas for the preferred roadway alternative
- Determine and document the project storm drainage requirements for the preferred roadway alternative
- Determine if on-site detention is feasible or if property acquisition is necessary for off-site storage.
- Prepare a preliminary stormwater summary memorandum summarizing the flow control and water quality best management practices (BMPs) and possible locations investigated for the preferred roadway alternative. Summarize the nine core requirements and five special requirements and options available for the project to meet the requirements as defined in the King County 2016 Stormwater Design Manual and amended by the City of Sammamish.
- Identify the existing stormwater facilities adjoining the project and evaluate the potential feasibility of modifying one or more of the facilities to meet part of the flow control and/or water quality requirements for the project.
- Develop a preliminary storm drainage schematic level plan showing potential flow control and water quality facility locations and approximate sizes for the preferred alternative.
- Provide preliminary stormwater/drainage cost estimate for the preferred alternative.
- Summarize the existing stormwater facilities information known such as year constructed, function, design criteria and feasibility to use (included with the memorandum).
- Preliminary storm drainage schematic level exhibit for the preferred alternative identifying general flow direction, likely detention and treatment facility locations and outfall locations.

Deliverables:

- Draft Stormwater Summary Memorandum for review and comment (electronic PDF)
- Final Stormwater Summary Memorandum (electronic PDF)
- Preliminary stormwater/drainage cost estimate for the preferred alternative.

Assumptions:

- Flow Control and Water Quality modeling will be done using an approved continuous hydrologic model as listed in the King County 2016 Stormwater Design Manual to develop general size requirements for flow control and water quality to a preliminary design level.

- Soils information will be based on NRCS mapping of the area and historical soil information provided by the City of Sammamish.
- No quantitative analysis will be conducted to size storm drainage conveyance.
- Preliminary stormwater summary memorandum will include schematic level drainage plans showing approximate locations, types, and preliminary footprint areas. No drainage profiles, details, or grading will be provided.
- Design will follow the King County 2016 Stormwater Design Manual as amended by City of Sammamish.

Task 5.0 Alternatives Analysis (10% Design)

5.1 Review of Existing Data

The CONSULTANT shall review all CITY provided as-builts, developer plans, and CITY GIS data within the project area. Aerial photo and GIS data will be used to develop a conceptual basemap for exhibits.

5.2 Project Site Visits

The CONSULTANT anticipates conducting up to four (4) site visits with up to two (2) CONSULTANT staff during the Alternatives Analysis to become familiar with the site. CLIENT staff will be present at the site visits, if requested.

5.3 Concepts Development

Based on information gathered regarding existing conditions and public feedback as described in tasks 2-4, the CONSULTANT will develop up to three (3) concept alternatives. The concept alternatives will depict the scenarios modeled in Task 2 and a “best fit” context sensitive concept that provides equal or better performance in value, safety and maintenance.

This will include up to two team working sessions with key consultant and City staff to explore design concepts.

3 Lane Section

The basic roadway to be evaluated will be a Collector Arterial consisting of two lanes with a center turn lane, bike lanes, planter strips, and sidewalks to be installed within City right-of-way on both sides of the road. Alternatives will be evaluated for intersection type, environmental constraints, and concerns raised through public outreach and may include the following:

- Planted median locations and widths vs continuous two way left turn lane.
- Two-lane vs three lane section
- On street parking
- Non-motorized facility types
- Intersection types i.e. stop sign control or roundabouts for the intersections listed in Task 2.1.

Assumptions:

- All drawings will be prepared in AutoCAD 2016 format, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans.
- Roll plots and 11"x17" exhibits will be developed.
- CITY shall provide all as-builts, developer plans, and GIS data within the project area.
- GIS will be utilized for right of way and parcel lines and are not to be considered resolved boundaries.
- Utilize as-built roadway profile info and input into CAD where needed.
- Simple measurement tools will be utilized to collect localized information where needed, e.g. driveway slopes and elevation differences critical culvert crossings. Detailed and complex survey is not a part of these services.
- The design speed will be established by the CITY prior to the development of horizontal or vertical concept alternatives without analysis by the CONSULTANT.
- Up to two horizontal concepts (cross-sections) will be developed for up to four roadway segments.
- Up to two intersection control alternatives will be developed for each of the intersections pending traffic analysis results.
- Areas of significant vertical change will be analyzed based on Lidar surface contours to determine the potential extends of improvements required for these areas to meet slope and vertical curve standards based on the maximum and minimum design speeds for a Collector Arterial road. (Areas of significant vertical change is defined as locations where the existing grade would need to change to meet culvert clearance requirements or stopping sight distance requirements.)
 1. 218th Ave NE approximately 600' north of SE 8th St
 2. 217th Ave NE approximately 300' north of NE 1st St
- Preliminary cost estimates will not be developed for alternative analysis purposes.

Deliverables:

- Simple cross-sections created using street mix
- Colored roll plots for the corridor
- Colored 11x17 exhibits for the intersection alternatives

5.4 Preferred Concept

Based on feedback from the second series of public engagement effort, the CONSULTANT will develop the preferred alternative which may consist of a combination or hybrid of alternatives from the previous step.

A cost estimate for the preferred concept will be developed including: design, construction, and right-of-way acquisitions costs for the entire length of the project.

Assumptions:

- The preferred concept will be a refinement of the concept development task alternatives, and not a new concept.
- The ROW need will be assessed, and a factor of the assessed value based on the City's recent CIP project data will be assigned to determine an approximate ROW cost.
- There will not be a ROW sub-consultant on the team for this phase of work.
- A cost estimate will only be developed for the preferred alternative.

Deliverables:

- Roll plot of preferred concept overlaid on an aerial photo with GIS ROW lines
- Preliminary Cost Estimate
- Rendering of preferred concept (includes revisions to all renderings identified under Task 6.3, and one (1) additional 3D photorealistic rendering).

5.5 Design Report

A Design Report shall be prepared for this project by the CONSULTANT. The document will be used to brief the Council and public on the process used to develop the preferred alternative. The document will describe the methods and assumptions used to develop the preferred alternative, provide schematic details of the preferred alternative and assemble all technical memorandums as appendices.

Assumptions:

- The CONSULTANT will document deviations from the Public Works Standards. For each deviation, the CONSULTANT will provide
 - a description of unique circumstances justifying the deviation request, and
 - a detailed description of the proposed deviation design.
- CITY will review the draft design report and provide consolidated comments in a timely manner (2 weeks)

Deliverables:

One draft and one final Design Report including the following elements:

- Traffic Analysis Summary (Task 2)
- Public Involvement Summary (Task 3)
- Critical Areas Existing Conditions Memo (Task 4.1)
- Preliminary Stream Crossing Memo (Task 4.2)
- Preliminary Geotechnical Technical Memorandum (Task 4.3)
- Preliminary Storm Drainage design and Report (Task 4.4)
- Summary of concept alternatives (Task 5.3)
- Preferred concept (Task 5.4)
 - Undergrounding existing overhead utilities
 - Illumination recommendations
- Cost estimate of preferred concept (Task 5.4)
- Design Deviation Summaries (Task 5.5)

Task 6.0 City Council

It is assumed that the City Council will be adopting the preferred concept as outlined in the Design Report.

6.1 Council Briefing

The CONSULTANT will provide support for the team and City staff in preparation for briefing City Council. The CONSULTANT's support will include providing an interim report on the outreach process and any key takeaways learned to date to inform Council discussion and/or guidance and decisions on the preliminary design.

Council Meeting

It is anticipated that the up to two CONSULTANT staff will attend one (1) meeting with the City Council to present the Design Report and preferred concept.

The CONSULTANT shall prepare a Council Memorandum and PowerPoint presentation for use at the City Council Meeting for the project. The goals and format of the presentation will be developed collaboratively with the CLIENT.

Task 7.0 Utility Coordination

7.1 Utility Coordination

Franchise utility coordination will be the responsibility of the CONSULTANT. The CONSULTANT will arrange one utility coordination meeting with Sammamish Plateau Water and Sewer and other franchise utilities to introduce the project and to gather utility information. The CITY shall secure the meeting location. The CONSULTANT shall prepare and distribute the meeting agenda and meeting minutes to all participants.

The CONSULTANT shall prepare and send a notice containing the scope and schedule of the project to all public and private utility agencies impacted by the CITY's project. The CONSULTANT will request as-builts and any future plans for above and below ground facilities from public and private utilities serving the project area. The CITY will provide the CONSULTANT with a list of Utilities to be contacted.

Deliverables:

- Utility Coordination Meeting Minutes
- Utility coordination log (Excel based spreadsheet) submitted via e-mail in Excel format.

Task 8.0 Optional Services

Optional Services are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve funds. The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount.

Optional Services may include:

- Tree assessment
- Preparation for and attendance at additional Council meetings
- Fly over simulation
- Staking ROW
- True Value Right of Way Cost Estimate
- Full topographic survey

PHASE 2 - FINAL DESIGN AND PS&E

Funding is currently not available for additional project phases. In the event that funding was to become available and dependent on the satisfactory performance of the CONSULTANT team, additional phases of work will be will be negotiated as a separate supplement to this contract.

Consultant Fee Determination Summary



505 Fifth Avenue S., Suite 300, WA 98104 | P 425.252.7700

Project: SE 8th St - 218th Ave Corridor, from 212th Ave SE to Inglewood Hill Rd
 Client: City of Sammamish

Hourly Costs Plus Fixed Fee Estimate

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	127.00	93.00	\$11,811
Sr. Associate	14.00	67.00	\$938
Sr. Associate	10.00	68.75	\$688
Sr. Engineer / Mgr	390.00	63.00	\$24,570
Sr. Engineer / Mgr	28.00	67.00	\$1,876
Engineer III	338.00	47.00	\$15,886
Engineer II	316.00	35.00	\$11,060
Engineer I	399.00	33.50	\$13,367
Technician III	76.00	37.00	\$2,812
Accountant	15.00	41.00	\$615
Total Direct Salary Costs	1,713.00		\$83,623
Overhead @		189.23%	\$158,240
Fixed Fee @		32.00%	\$26,759
Total Labor Costs			\$268,622

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Miscellaneous Expenses	\$200.00
Traffic Counts/Parking Invent.	\$3,400.00
Reproduction - Reimbursed	\$100.00
Total Expenses	\$3,700.00

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.58	1,569	\$0.580	\$910.00
Total In-House Costs			\$910.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
EnviroIssues, Inc.	\$43,520.00	1.00	\$43,520.00
Hough Beck & Baird, Inc.	\$16,156.00	1.00	\$16,156.00
Shannon & Wilson, Inc.	\$76,192.00	1.00	\$76,192.00
Total Subconsultants	\$135,868.00		\$135,868.00

CONTRACT TOTAL	\$409,100.00
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Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Peter G De Boldt Date: June 24, 2019



801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500
www.sammamish.us

EXHIBIT B

REQUEST FOR CONSULTANT PAYMENT

Invoice #: _____ Invoice Date: _____

Consultant: _____

Mailing Address for Payment: _____

Telephone: _____

Email Address: _____

Specific Program – Contract # - Task Order:

Contract Period: _____ Reporting Period: _____

AMOUNT REQUESTED THIS INVOICE: \$ _____

Authorized Signature: _____

PLEASE ATTACH INVOICE
With Itemized Description of Service Provided

For Department Use Only

Total Contract Amount	\$		Authorization to Consultant: \$
Previous Payments	\$		Account Number:
Current Request	\$		
Balance Remaining	\$		Date:

Approved for Payment By: _____ Date: _____



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	City of Sammamish 801 228th Ave SE Sammamish, WA 98075
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

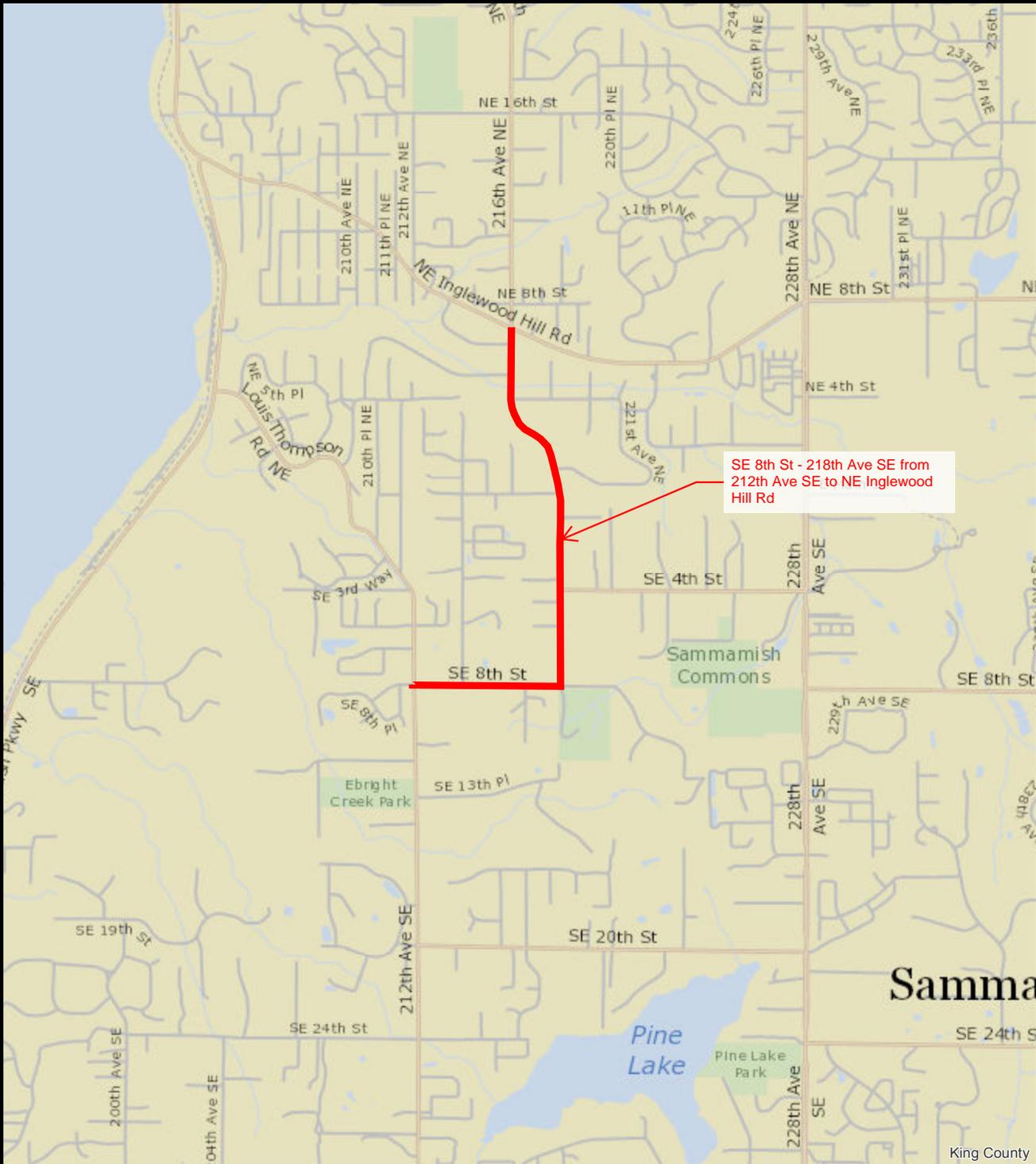
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

SE 8th St - 218th Ave SE Vicinity Map



SE 8th St - 218th Ave SE from
212th Ave SE to NE Inglewood
Hill Rd

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 1/9/2019

Notes:

Exhibit A



King County

Agenda Bill

City Council Regular Meeting
July 16, 2019



SUBJECT:	2020-2025 Transportation Improvement Plan and Funding Options	
DATE SUBMITTED:	July 10, 2019	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Provide input on the adopted 2020-2025 TIP and direction regarding which funding options to further explore.	
EXHIBITS:	1. Exhibit 1 - Final 2020-2025 TIP 2. Exhibit 2 - TIP and Funding Options Presentation	
BUDGET:		
Total dollar amount	N/A	<input type="checkbox"/> Approved in budget
Fund(s)	340 Transportation Capital Improvement Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input checked="" type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the Council provide input on the adopted 2020-2025 TIP and direction regarding which funding options to further explore?

KEY FACTS AND INFORMATION SUMMARY:

All cities are required by state law ([RCW 35.77.010](#)) to adopt a Transportation Improvement Plan that covers the ensuing six years and to update it annually. These updates must be pursuant to one or more public hearings, be consistent with the City’s Comprehensive Plan and be adopted by July 1st of each year. The annual TIP must be filed with the Secretary of Transportation no later than 30 days after adoption.

The TIP is a planning document that identifies transportation capital improvement programs and projects the City foresees undertaking over the next six years. The TIP by itself does not authorize projects to move forward, nor does it provide funding for any projects on the list; for that to occur individual projects are approved and funded through the City's normal biennial budget process. Listing a project on the TIP makes it eligible to apply for State funding.

Background

State law requires an annual adoption of a six-year TIP. Council adopted the 2020-2025 TIP (Exhibit 1) on June 18th which includes approximately \$126,840,000 in transportation-related projects and programs. This year's update includes revised project costs and inclusion of new intersections and road segments and corridors that fail the City's concurrency level of service standards. Staff presented the draft TIP to the Council on May 21, 2019 and June 4, 2019. Council held a public hearing and adopted the TIP at the June 18th meeting after much discussion regarding the funding shortfall that is projected to occur by 2021. At the conclusion of the hearing, Council directed staff to return to further discuss the project costs and in particular, the Sahalee Way North Corridor projects. In addition, Council indicated their desire to discuss bonds as a potential source of revenues. In order to present a more comprehensive picture of the options to address the TIP's projected funding shortfall, staff will also briefly describe other revenue sources including property taxes, Real Estate Excise Tax, utility taxes, Transportation Benefit Districts, and Traffic Impact Fees.

Options to reduce the cost of concurrency projects including changing the level of service, changing the concurrency model, removing roads or intersections from concurrency, or changing the land use to reduce travel demand will also be reviewed. Staff would like to remind the Council that the Traffic Impact Fee is currently being updated and is directly affected by the cost of the improvements in the TIP that add capacity above any existing deficiencies.

FINANCIAL IMPACT:

The 6-year TIP is a planning document and as such does not commit the City to any financial obligations. Council may address the financial impacts when future budgets are approved and funding is appropriated for each individual project listed in the 6-year TIP. The Comprehensive Plan Transportation Element provides the following guidance in the event of revenue shortfalls.

Contingency Plans in the Event of Revenue Shortfall

Some of the revenue forecasts are for revenues that are very secure, and highly reliable. However, other revenue forecasts are for sources that are volatile, and therefore difficult to predict with confidence, including grants, joint agency funding, the motor vehicle registration fee, general obligation bonds, and mitigation payments (which have not been enacted), and which fluctuate with the amount of new development.

In the event that revenues from one or more of these sources is not forthcoming, the City has several options: add new sources of revenue or increase the amount of revenue from existing sources; require developers to provide such facilities at their own expense; reduce the number

of proposed projects; change the Land Use Element to reduce the travel demand generated by development; or change and/or lower the LOS standard.

In addition, the Comprehensive Plan Transportation Element Policy chapter provides nine financial policies that provide additional direction when prioritizing transportation investments. There are no financial impacts as a result of approving the 2020-2025 TIP since it is a plan and does not obligate the City to spending any funds.

OTHER ALTERNATIVES CONSIDERED:

The primary alternatives will be presented at this meeting.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan Transportation Policy Chapter](#)

Attachment A
2020-2025 SIX-YEAR TRANSPORTATION CAPITAL IMPROVEMENT PLAN (Fund 340)

Costs rounded to nearest \$10,000

Adopted 6/18/19

Concurrency segment, corridor or intersection										FUND 340 PROJECT COSTS						
Concurrency Failure																
No.	Approx. TIF Eligibility (%)	Project No.	PROJECT	2020	2021	2022	2023	2024	2025	6-Year Total	Projected 2019 Expend	Prior Years	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
1	100	TR-01	SE 4th Street: 218th Ave SE to 228th Ave SE Widen to 3 lanes with bike lanes, curb, gutter and sidewalk.	8,130,000	0	0	0	0	0	8,130,000	5,400,000	12,380,000	0	20,510,000	416,740	20,930,000
2	100	TR-02	Issaquah-Pine Lake Rd: Klahanie Blvd to SE 32nd, Ph 1 Widen to 3 lanes with bike lanes, curb, gutter, sidewalk and roundabout.	1,600,000	1,200,000	500,000	0	0	0	3,300,000	800,000	1,170,000	14,440,000	18,910,000	710,000	19,620,000
3	0	TR-03	Issaquah-Pine Lake Rd: SE 48th St to Klahanie Blvd, Ph 2 Widen to 5 lanes with bike lanes, curb, gutter and sidewalk.	0	0	0	0	0	0	0	0	0	25,070,000	25,070,000	750,000	25,820,000
4	36	TR-04	East Lake Sammamish Parkway SE / SE 24th Way Intersection Add turn pocket and acceleration lane on ELSP, separate turn lanes on SE 24th.	0	0	500,000	3,920,000	0	0	4,420,000	0	0	0	4,420,000	60,000	4,480,000
5	78	TR-05	Sahalee Way NE: NE 25th Way to North City Limits Widen to 3 lanes with bike lanes, curb, gutter and sidewalk one side, widened shoulder.	1,500,000	0	0	2,000,000	11,650,000	12,300,000	27,450,000	0	370,000	0	27,820,000	1,100,000	28,920,000
6	73	TR- (New)	Sahalee Way NE: NE 12th PI to NE 25th Way Widen to 3 lanes with bike lanes, curb, gutter, turnlanes, sidewalk on one side. Signal Improvements at NE 14th and NE 19th Dr.	1,500,000	0	0	2,000,000	10,550,000	11,650,000	25,700,000	0	0	0	25,700,000	1,000,000	26,700,000
7	0	TR- (New)	SR202/Sahalee Way NE Intersection Study	250,000	0	0	0	0	0	250,000	0	0	0	250,000	0	250,000
8	100	TR-34	228th Avenue SE: SE 8th Street & SE 10th Street Intersections Study Analyze widening/adding lanes or installing a roundabout to improve operations.	0	600,000	0	0	0	0	600,000	0	0	4,100,000	4,700,000	0	4,700,000
9	77	TR-07	Issaquah-Fall City Rd: 242nd Avenue SE to Klahanie Dr SE (Phase 1) Widen to 5 lanes with bike lanes, curb, gutter and sidewalk. Project will also construct TR-51, TR-52, and TR-39 (temp roundabout), whose costs are included here.	12,000,000	7,000,000	0	0	0	0	19,000,000	5,890,000	9,000,000	0	28,000,000	1,500,000	29,500,000
10	100	TR-08	Issaquah-Fall City Rd: Klahanie Dr SE to Issaquah-Beaver Lk Rd, Ph 2 Widen to 3 lanes with bike lanes, curb, gutter and sidewalk	250,000	1,500,000	1,500,000	7,000,000	7,000,000	0	17,250,000	350,000	350,000	0	17,600,000	1,000,000	18,600,000
11	0	TR-51	SE Issaquah Fall City Rd/247th PI SE Construct roundabout as part of TR-07.	Costs incl in TR-07		0	0	0	0	0	0	0	0	0	0	0
12	0	TR-52	SE Issaquah Fall City Rd/Klahanie Dr S Construct roundabout as part of TR-07.	Costs incl in TR-07		0	0	0	0	0	0	0	0	0	0	0
13	100	TR-20	SE 14th Street Extension: Lawson Park Plat to 248th Ave SE Construct 2 lane roadway connection with walking path on north side of street	0	0	350,000	0	0	0	350,000	0	0	0	350,000	40,000	390,000
14	100	TR-19	Intelligent Transportation System (ITS) Ph 2 - 228th Ave/Sahalee Way Install ITS from NE 12th PI to SR202, connect to WSDOT & Redmond traffic monitoring systems, construct Traffic Management Center at City Hall.	2,000,000	0	0	0	0	0	2,000,000	160,000	0	0	2,000,000	0	2,000,000
15	100	TR- (New)	Intelligent Transportation System (ITS), Ph 3 - Variable Message Signs & CCTV Cameras Install permanent realtime traffic VMS' on 228th near Inglewood and IPLR, and Closed Circuit TV cameras at ~40 intersections.	100,000	1,000,000	400,000	0	0	0	1,500,000	0	0	0	1,500,000	0	1,500,000
16	100	TR-18	SE 8th Street/218th Avenue SE: 212th Avenue SE to SE 4th Street Study Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	190,000	0	0	0	0	0	190,000	100,000	100,000	13,270,000	13,560,000	1,500,000	15,060,000
17	100	TR-42	218th Avenue SE/216th Avenue SE: SE 4th Street to Inglewood Hill Road NE Analysis Analyze capacity and safety improvements needed to accommodate increased traffic volumes and pedestrian use.	150,000	0	0	0	0	0	150,000	100,000	100,000	6,000,000	6,250,000	1,000,000	7,250,000
18	19	TR-39	256th Ave SE/E Beaver Lake Dr SE/Issaquah Beaver Lake Rd Construct permanent roundabout.	Temp RAB \$ incl TR-07	0	0	1,550,000	0	0	1,550,000	150,000	150,000	0	1,700,000	0	1,700,000
19	0	TR-45	SE 32nd St/244th Ave SE Intersection Improvement Install all-way stop control and pedestrian improvements.	0	150,000	0	0	0	0	150,000	0	0	0	150,000	0	150,000
20	0	TR-53	Sahalee Way/NE 28th PI/223rd Ave NE Install signal.	0	0	0	230,000	1,080,000	0	1,310,000	0	0	0	1,310,000	0	1,310,000
21	0	TR-54	228th Ave/SE 40th Create center turn lane on 228th, modify median on SE 40th.	0	0	0	0	140,000	670,000	810,000	0	0	0	810,000	0	810,000
22	0	TR-55	242nd Ave NE/NE 8th St Add westbound right turn pocket, widen NE 8th	0	0	0	0	250,000	630,000	880,000	0	0	0	880,000	0	880,000

Concurrency Failure			FUND 340 PROJECT COSTS													
No.	Approx. TIF Eligibility (%)	Project No.	PROJECT	2020	2021	2022	2023	2024	2025	6-Year Total	Projected 2019 Expend	Prior Years	Future Years	Fund 340 Total Costs	Fund 438 Total Costs	Total Project Costs
23	0	TR-56	Issaquah-Pine Lake Rd/230th Ln SE/231st Lane SE Rechannelize/restripe 230th Ln & 231st Ln, extend WB left turn pocket on IPLR.	0	0	0	0	0	120,000	120,000	0	0	0	120,000	0	120,000
24	0	TR-A	Public Works Trust Fund Loan Repayment 228th Ave NE Improvements	540,000	540,000	0	0	0	0	1,080,000	550,000	1,100,000	0	2,180,000	0	2,180,000
25	0	TR-B	Non-motorized Transportation Projects Sidewalks, trails, bikeways and paths, etc.	750,000	750,000	750,000	750,000	750,000	750,000	4,500,000		0	Same annual funding	4,500,000	750,000	5,250,000
26	0	TR-C	Sidewalk Projects Various sidewalk projects, includes gap projects, extensions, safety improvements.	160,000	160,000	160,000	160,000	160,000	160,000	960,000		0	Same annual funding	960,000	150,000	1,110,000
27	0	TR-D	Intersection and Safety Improvements Intersection/other safety improvements, including channelization, signing, signalization, and/or other traffic control devices.	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000		0	Same annual funding	1,200,000	150,000	1,350,000
28	0	TR-E	Neighborhood CIP Safety improvements including gap projects, bike routes, pedestrian safety and school zone safety.	100,000	100,000	100,000	100,000	100,000	100,000	600,000		0	Same annual funding	600,000	90,000	690,000
29	0	TR-F	Street Lighting Program Provide street lighting at high priority locations with significant safety issues that can be addressed through better street lighting.	15,000	15,000	15,000	15,000	15,000	15,000	90,000		0	Same annual funding	90,000	0	90,000
30	0	TR-G	School Zone Safety Improvements In conjunction with Issaquah & Lake Washington School Districts, provide safety improvements in the City's various school zones.	50,000	50,000	50,000	50,000	50,000	50,000	300,000		0	Same annual funding	300,000	0	300,000
31	0	TR-H	Capital Contingency Reserve Placeholder Reserve fund for capital projects and to address other unforeseen circumstances that may arise.	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000		0	Same annual funding	3,000,000	0	3,000,000
TOTAL				29,990,000	13,770,000	5,030,000	18,480,000	32,450,000	27,150,000	126,840,000	13,500,000	24,720,000	62,880,000	214,440,000	10,220,000	224,660,000

TOTAL TIP EXPENDITURES	29,990,000	13,770,000	5,030,000	18,480,000	32,450,000	27,150,000	126,840,000	13,500,000	24,720,000	62,880,000	214,440,000	10,220,000	224,660,000
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TIP Funding Source	6 Year Projection						
	2020	2021	2022	2023	2024	2025	6-year Total
Estimated 2019 Beginning Fund Balance*	\$ 22,910,000						\$ 22,910,000
Real Estate Excise Tax (REET)	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	18,000,000
Impact Fees	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000	6,300,000
Interest	360,000	50,000					410,000
Awarded Grants-ITS	1,620,000						1,620,000
Awarded Grants-Iss-FC Road	1,600,000			1,500,000			3,100,000
Anticipated Grants**							-
Total	\$ 30,540,000	\$ 4,100,000	\$ 4,050,000	\$ 5,550,000	\$ 4,050,000	\$ 4,050,000	\$ 52,340,000
Annual cash flow surplus or deficit	\$ 550,000	\$ (9,670,000)	\$ (980,000)	\$ (12,930,000)	\$ (28,400,000)	\$ (23,100,000)	
Cumulative cash flow surplus or deficit	\$ 550,000	\$ (9,120,000)	\$ (10,100,000)	\$ (23,030,000)	\$ (51,430,000)	\$ (74,530,000)	
*Includes an estimated \$10 million restricted impact fee balance from prior years.							
**Other funding sources that could reasonably be expected acquire including Grants (TIB, PSRC, etc.), Loans, Bonded Debt, and available resources from the General Fund.							
Funding Source	Detailed 2020 Beginning Fund Balance Estimate						
2019 Beginning Fund Balance	\$ 26,723,508						
2019 Projected Revenues:							
REET	3,000,000	Budget is \$3,000,000. YTD thru April = \$1,020,000					
Impact Fees	1,050,000	Budget is \$2,750,000. YTD thru April = \$350,000					
SEPA Mitigation Fees							
Grants (Officially Received)							
TIB Grant remaining from \$4mm	2,773,060	\$4,000,000 grant, spent \$1,226,940 in 2018					
PRSC for ITS in the budget	605,750						
Iss-FC and ITS in the budget	1,900,000						
Interest	360,000	assume 25% of cash is in fund 340, Ytd-April of \$480K *3 (\$480K*.25*3)					
Transfer from General Fund							
Estimated Expenditures	(13,500,000)						
Projected 2019 Ending Fund Balance	\$ 22,910,000						

**Public Works
Department**



2020-2025 TIP Project Costs and Funding Options

**City Council
July 16, 2019**



Meeting Purpose

- Inform Council of options to fund projects or reduce concurrency project cost estimates
- Obtain Council direction regarding next steps

Discussion Topics

- Present funding options
- Review options to reduce concurrency project cost estimates

Potential Sources of Funding

- Bonds
- Property Taxes
- Real Estate Excise Tax (REET)
- Utility Tax
- Transportation Benefit District (TBD)
- Traffic Impact Fee

Potential Sources of Funding (cont)

Bonds

- Commonly used means of financing infrastructure assets
- May issue voted or non-voted (Councilmanic) bonds
 - Voted bonds are repaid by a voter approved property tax levy lid lift.
 - Non-voted bonds are repaid by a funding source identified by the Council.
- Debt service on \$20 million, 20 year bond issue is approximately \$1.4 million per year
- Bond issuance can take 3 (Councilmanic) to minimum 6 (voted) months
- Maximum amount of debt permitted set by the State and is a factor of the City's assessed valuation

Potential Sources of Funding (cont)

Property Taxes

- Allowable 1% increases have been banked since 2010
 - ✓ Current banked capacity: \$2.15M
- 1% allowable property tax increase annually: ~\$290,000

Potential Sources of Funding (cont)

- Real Estate Excise Tax (REET)
 - Excise tax on all real estate sales
 - ✓ REET 1: 0.25% (first quarter percent). City allocates to Parks.
 - ✓ REET 2: 0.25% (second quarter percent). City allocates to Transportation.

- Utility Tax
 - Generally up to 6% and applied to utilities in the City for any governmental purpose.
 - ✓ Limit of 6% without voter approval: electricity, gas, steam, telephone
 - ✓ No limit on sewer, stormwater, solid waste, water, cable TV.

Potential Sources of Funding (cont)

Transportation Benefit District (TBD)*

- Quasi-municipal corporation and independent taxing district that can raise revenue for specific transportation projects, usually through vehicle fees or sales taxes.
- Formed by ordinance which specifies certain things.
- May issue bonds.
- If funded through 0.2% sales tax increase:
 - ✓ Requires voter approval.
 - ✓ 10 year limit with additional 10 year upon voter approval.

* Initiative I-976 on November ballot would eliminate car tab-funded option.

Potential Sources of Funding (cont)

Traffic Impact Fee

- Authorized by the GMA.
- Condition of development.
- Transportation system improvements must be reasonably related to and benefit the new development.
- Cannot exceed a proportionate share of system improvement costs.
- City's current fee for SFR: \$14,204.27.

Summary of Estimated Funding Sources

Type	Estimated Funding Amount	Notes
Bonds – non-voter approved	Up to ~\$280M	Council issues bonds. Reduces the amount available for voter approved bonds.
Bonds – Voter approved	Up to ~\$470M	Must be approved by voters. Reduced by the amount of previously issued non-voted bonds.
Property Taxes	Banked capacity: \$2.15M. Annual 1% increase: \$290,000.	
REET 1 & 2	\$6.2M average annually btw 2014-2018. 2019 estimate: \$6.5M	
Utility Tax	~\$1.7M annually per each 1% increase	Assumes it would be imposed on all utilities.
Transportation Benefit District – License Tabs	\$800,000 for first 2 yrs, \$1.6M for next 2 years, \$2.1M/yr thereafter.	Assumes 21,000 residences w/2 vehicles each. \$20/vehicle for first 2 years, \$40/vehicle for next 2 years, \$50/vehicle thereafter if approved by voters. <i>Could be eliminated with passage of I-976 in November.</i>
Transportation Benefit District – 0.2% sales tax increase	Approximately \$1.4M per year.	Requires voter approval.
Traffic Impact Fee	Depends on development activity and fee amount.	

Reducing Concurrency Project Costs - Review

- Change Level of Service
- Change concurrency model
- Remove roads or intersections from concurrency
 - Requires amendment of Comp Plan and code revisions
- Change land use to reduce travel demand generated by new development
 - Requires update of area-wide future land use map (earliest in 2023).
 - Can not impact City's ability to meet regionally allocated growth targets.
 - An Environmental Impact Statement may be required – time and money resource intensive.

Questions?

Mayor Christie Malchow

Council Report – July 16, 2019

Public Issues Committee 7/10/19

King County Charter Review discussion :

- Regional coordination committee to do some outwork to SCA on regional committee consolidation proposal
- Drafted proposed statement (page 11 of the packet previously sent).
 - SCA doesn't support consolidating the committees
 - 2 of the County Councilmembers asked for the Charter Review Committee to look at consolidating regional committees (like RTC, GMPB, etc.) since they didn't view the committees as working very well & a burden to County Councilmembers.
 - It was stated this is likely a low-risk that these will be
 - Role the committees are supposed to play – cities have a real voice through these, County must go through cities before moving things forward
 - PIC will have a position letter on this in September & take formal action
 - Voters will have to vote for this Charter & some cities stated they will campaign against it if the consolidation occurs.

VISION 2050

SCA is looking at potentially taking a position, GMPC is looking to create a letter to PSRC.

- Proposed statements of guiding principles (if approved by PIC, these guiding principles would be used to guide the work of SCA members on the GMPB & GMPC as they engage with county and regional stakeholders to approve and ultimately implement the update. (You can read this more fully in the [PIC packet](#) I sent last week starting on page 17).
 1. Maximize the benefits of the region's significant investment in high-capacity transit by setting ambitious regional goals for attracting housing and jobs in proximity to transit.
 - The ambitious goal of attracting 65% of the region's residential and 75% of the region's employment growth to high-capacity transit station areas" PSRC has previously affirmed this numerical goal as an aspiration regional statement & not as the standard applied to individual jurisdictions as their station areas & this should be clearly stated in the plan.
 2. Incorporate policies and regional actions that mitigate displacement risk, ensure equitable outcomes and access to opportunity, and support affordable housing preservation and development most suitable for each city and town across the region.
 3. Conduct further work by PSRC and member jurisdictions to mutually clarify expectations related to local plan growth targets.
 4. Provide technical assistance and advocate for resources for cities and towns to implement VISION 2050.

- Action will likely take place at PIC in September – if you have feedback now (staff or Council) now is the time.

HB 1406 State Sales Tax Credit for Affordable Housing

We can pool our resources with the County, or individually, we can give the funds to ARCH, but it preserves our options to pass a resolution of intent.

We must act until late January 2020 to pass a resolution of intent to collect the funds

(If we don't, our portion will go to the County)

Credit formula is confusing, but AWC has a nice 6-steps to affordable housing revenue brochure online.

- I recommend we pass a resolution, less our portion will go to the County & propose we direct the City Manager to draft a resolution for the next meeting in September in order to preserve our options.
 - There is a sample resolution in the [PIC packet](#) from Pacifica Law Group.
- All projects must serve households with incomes at or below 60% AMI.
- Options include rental assistance to tenants, acquiring, rehabbing, or constructing affordable housing. Includes new units with an existing structure or supportive housing facilities under RCW 71.24.385. Consider bonding, land acquisition, direct capital investments down payment assistance and rehabilitation of SFH owned by individuals who meet the 60% AMI qualification or funding the operations and maintenance costs of new units of affordable or supportive housing.
- Sammamish's 2016 Sales Tax Revenue at .0073% is \$48,746.



City Managers Report

Date: July 16, 2019
To: Mayor Malchow and City Councilors
From: Rick Rudometkin - City Manager
Re: City Manager's Report

1. HR Director and Deputy City Manager recruitments ongoing.
2. Attended the City Managers and Administrators July meeting. Discussed:
 - Cross-Laminated Timber Construction
 - King County Veteran's, Senior and Human Services Levy
 - Metro Transit's current initiatives
 - SCA update
 - Round Table discussion
3. Went on a Public Works project tour.
4. Discussed Klahanie IFC Traffic concerns.

Last printed 7/11/19

AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
Aug 2019				NO MEETINGS
Sept 2019				
Mon 9/2				Labor Day
Tues 9/3	8/28	6:30 pm	Regular Meeting	Proclamation: Welcome Week Public Hearing/Ordinance: Storm Code Update Public Hearing/Ordinance: Traffic Impact Fee Update and Associated Code Amendments <u>Consent</u> Resolution: Final Acceptance 2017 Inglewood Paving Contract: Inglewood Paving/Watson
Tues 9/10	9/4	6:30 pm	Study Session	Sound Transit No. Sammamish Park and Ride Update
Tues 9/17	9/11	6:30 pm	Regular Meeting	TMP Status Update <u>Consent:</u> Resolution: Zackuse Creek Basin Plan
Mon 9/30	9/25	6:30 pm	Study Session	
	To Be Scheduled		To Be Scheduled	Parked Items
	<ul style="list-style-type: none"> Growth Centers Internet Usage & Social Media Policies Parks Surveillance Camera Policy 		<ul style="list-style-type: none"> Special Events Ordinance Maintenance Safety Program Adoption M&O Strategic Plan Fleet Management Policy Roadway Funding Strategy Maintenance & Fire Station Facility Assessment Franchise Agreement/SPWS 	<ul style="list-style-type: none"> Inner City Bus Service Good Samaritan Law Plastic Bags