



City Council, Regular Meeting

AGENDA

6:30 pm – 9:30 pm

April 7, 2015

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Student Liaison Reports

Presentations/Proclamations

- Public Works Update
- Tamarack Neighborhood Stormwater Update

Public Comment

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

Consent Agenda

- Payroll for period ending March 15, 2015 for pay date March 20, 2015 in the amount of \$ 299,710.46
- Payroll for period ending March 31, 2015 for pay date April 3, 2015 in the amount of \$ 304,905.25
- 1. **Approval:** Claims for period ending April 7, 2015 in the amount of \$1,116,800.66 for Check No. 39976 through 40110
- 2. **Resolution:** A Resolution Of The City Of Sammamish, Washington, Declaring Support For Eastside Fire And Rescue's Formation Of A Nonprofit Corporation
- 3. **Resolution:** Of The City Of Sammamish, Washington, Authorizing The City Manager To Reimburse City Employees For Amounts Otherwise Due Under The City's 2014 IRC Section 125 Plan

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.

4. **Resolution:** Appointing members to the 2015/2016 Sammamish Youth Board
5. **Contract:** Public Works Standards Update/Tetra Tech
6. **Bid Award:** 2014 Stormwater Repair Project/Iron Creek Construction, LLC
7. **Amendment:** Evans Creek Preserve Trail Construction/Washington Trails Association
8. **Approval:** Purchase of two Turf Care 1500 field turf sweepers/SMG Equipment
9. **Approval:** Mitigation Agreement with Kirkstone Terrace
10. **Approval:** Notes for February 10, 2015 Study Session
11. **Approval:** Notes for March 10, 2015 Study Session
12. **Approval:** Minutes for March 17, 2015 Regular Meeting

Public Hearings

13. **Ordinance:** First Reading Of The City Of Sammamish, Washington, Establishing Interim Development Regulations As Authorized By The Growth Management Act Relating To Tree Retention; Providing For Severability; And Declaring An Emergency

Unfinished Business - None

New Business - None

Council Reports

City Manager Report

- Town Center Update

Executive Session – Personnel pursuant to RCW 42.30.110(1)(g) and litigation pursuant to RCW 442.30.110(1)(i)

Adjournment

AGENDA CALENDAR

April 2015			
Tues 4/14	6:30 pm	Study Session	2015 Comp Plan Update (Introduction, Land Use, Housing) Uses in R-Zones (ss)
Mon 4/20	6:30 pm	COW Meeting	2015 Comp Plan Update (Capital Facilities, Utilities)
Tues 4/21	6:30 pm	Regular Meeting	Discussion: Facility Rental Polices Resolution: Facilities Rental Policies
May 2015			
Tues 5/5	6:30 pm	Regular Meeting	Ordinance: First Reading 2015 Carry Forwards Impact Fee Report Year End Report
Tues 5/12	6:30 pm	Study Session	2015 Comp Plan Update (Transportation, Environment)
Mon 5/18	6:30 pm	COW Meeting (cancelled)	2015 Comp Plan Update (If needed) To remain in reserve
Tues 5/19	6:30 pm	Regular Meeting	Ordinance: Second Reading 2015 Carry Forwards
June 2015			
Tues 6/2	6:30 pm	Regular Meeting	Public Hearing/first reading: 2015 Comp Plan Update
Tues 6/9	6:30 pm	Study Session	2015 Comp Plan (if needed)
Mon 6/15	6:30 pm	COW Meeting (cancelled)	To remain in reserve
Tues 6/16	6:30 pm	Regular Meeting	Ordinance: Second Reading 2015 Comp Plan Update
July 2015			
Tues 7/7	6:30 pm	Regular Meeting	Bid Award: Big Rock Park Phase I/TBD
Tues 7/14	6:30 pm	Study Session	
Mon 7/20	6:30 pm	COW Meeting	
Tues 7/21	6:30 pm	Regular Meeting	
August 2015			
			NO MEETINGS
Sept 2015			
Tues 9/1	6:30 pm	Regular Meeting	
Tues 9/8	6:30 pm	Study Session	YMCA Property Development Discussion
Tues 9/15	6:30 pm	Regular Meeting	
Mon 9/21	6:30 pm	COW Meeting	
Oct 2015			
Tues 10/6	6:30 pm	Regular Meeting	Presentation: LWSD STEM School/Big Rock Park Project
Tues 10/13	6:30 pm	Study Session	
Mon 10/19	6:30 pm	COW Meeting	
Tues 10/20	6:30 pm	Regular Meeting	
Nov 2015			
Tues 11/3	6:30 pm	Regular Meeting	
Tues 11/10	6:30 pm	Study Session	

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

<< March

April 2015

May >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. Parks and Recreation Commission Meeting	2 6:30 p.m. Planning Commission Meeting	3 8:30 a.m. Volunteer Trail Work Party	4 8:30 a.m. Volunteer Trail Work Party
5 8:30 a.m. Volunteer Trail Work Party	6	7 8:30 a.m. Volunteer Trail Work Party 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	8 8:30 a.m. Volunteer Trail Work Party 7 p.m. Beaver Lake Management District Meeting	9 8:30 p.m. Volunteer Trail Work Party	10 8:30 a.m. Volunteer Trail Work Party 8:30 a.m. Art Exhibit - "Moments-Art in Response to Time and Place" by Amanda Devine	11 8:30 a.m. Volunteer Trail Work Party
12 8:30 a.m. Volunteer Trail Work Party	13	14 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. City Council Study Session	15 8:30 a.m. Volunteer Trail Work Party 6 p.m. Sammamish Youth Board Meeting	16 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. Planning Commission Meeting	17 8:30 a.m. Volunteer Trail Work Party	18 9 a.m. Volunteer at Ebright Creek Park
19 8:30 a.m. Volunteer Trail Work Party	20 6 p.m. Committee of the Whole	21 8:30 a.m. Volunteer Trail Work Party 6:30 p.m. City Council Meeting	22 8:30 a.m. Volunteer Trail Work Party	23 8:30 a.m. Volunteer Trail Work Party 6 p.m. Exhibiting Artist Reception	24 8:30 a.m. Volunteer Trail Work Party	25 8:30 a.m. Volunteer Trail Work Party 10 a.m. Volunteer at Lower Commons Park
26 8:30 a.m. Volunteer Trail Work Party	27 6:30 p.m. Arts Commission Meeting	28 2 p.m. Finance Committee Meeting	29	30		

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

<< April

May 2015

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3 7:30 a.m. Sammamish-Redmond Boys & Girls Club 10K/5K Fun Run	4	5 5 p.m. City Council Office Hour 6:30 p.m. City Council Meeting	6 6:30 p.m. Parks and Recreation Commission Meeting	7 10 a.m. "Block Printing" Senior Art Workshop 6:30 p.m. Planning Commission Meeting	8	9 1 p.m. "Au-some Artists" Special Arts Sammamish
10	11	12 6:30 p.m. City Council Study Session	13	14	15 7 p.m. "Opera Ole"	16 12 p.m. Rig-A-Palooza
17	18 6:30 p.m. Committee of the Whole 6:30 p.m. Arts Commission Meeting	19 6:30 p.m. City Council Meeting	20 4 p.m. Farmer's Market 6 p.m. Sammamish Youth Board Meeting	21 10 a.m. "Pushing the Puddle" watercolor workshop 6:30 p.m. Planning Commission Meeting	22	23
24	25 Memorial Day City offices closed	26	27 4 p.m. Farmer's Market	28	29	30 6:30 a.m. Flying Wheels Bike Ride
31						



MEMORANDUM

DATE: March 31, 2015
TO: City Council
Ben Yazici, City Manager
FROM: Laura Philpot, PE; Assistant City Manager/Public Works Director
RE: Tamarack Neighborhood Drainage Solutions

At the most recent Council meeting, the Council received public testimony related to the Tamarack neighborhood drainage concerns. At the April 7th Council meeting staff is prepared to provide the Council with the history and summarize the work that has previously been completed related to identifying drainage solutions within the Tamarack neighborhood.

During the April 10, 2012 study session, our Senior Stormwater Program Manager, Eric LaFrance shared the three alternatives that were reviewed for the Tamarack neighborhood. The first (Alternative A) was to divert flows to the George Davis Creek (AKA Inglewood Creek) and was not recommended due to the potential environmental impacts to the Creek. The other two options (Alternative B and C) included connecting the stormwater system within the Tamarack neighborhood to the existing outfall into Lake Sammamish by connecting to the existing stormwater system within Louis Thompson Road. Both of these two options included installing pipes in private streets and/or on private property that would require easements. At that meeting the Council asked staff to continue to refine the two later options.

Subsequent to the April 10, 2012 meeting, staff refined the cost estimate for Alternative B. On June 12, 2012, staff brought back a draft Stormwater Capital Improvement Program to support the development of new surface water fees and shared the updated cost estimate with the City Council. During that discussion, staff recommended to Council that funding not be included for the Tamarack neighborhood improvements because of potential development activity on the parcel attached to Alternative C. The Council concurred and as a result the surface water fees did not include costs associated with improvements within Tamarack. As of today, that development potential has not come to fruition.

As a result the current surface water rate structure did not include revenue to fund the Tamarack project. The total planning level cost estimate for Alternative B within the Tamarack neighborhood is as follows:

Infrastructure improvements:	\$1,100,000
<u>Water Quality Retrofit:</u>	<u>\$300,000</u>
Total Project cost:	\$1,400,000

Presentation 2

Staff is currently working with the Finance Department to model the impacts to the City's Surface Water Rates if the Council were to direct the construction of the Tamarack Improvements. Two scenarios are being reviewed, results of which will be shared during the April 7 Council Meeting presentation. The assumptions being used for the modeling exercise are as follows:

- Construction of Tamarack Improvements would occur in 2017.
- Funding for the Tamarack Improvements would be through an interfund loan.
- \$3,000,000 of the Inglewood Drainage Improvements would be from either a Public Works Trust Fund Loan or an interfund loan.
- Debt service for the loans would be for 10 years.
- Scenario A shows the full funding coming from the surface water fund.
- Scenario B shows 25% of the funding for both Inglewood and Tamarack Drainage Improvement Projects coming from a Local Improvement District or a Local Benefit District.

The design memo created by the City's consultant in 2012 related to Tamarack is also attached here for your reference.

**TAMARACK NEIGHBORHOOD DRAINAGE
PRELIMINARY DESIGN HYDRAULIC REPORT**

Prepared for:

Chad Wiggins, EIT Windward Environmental

200 West Mercer Street, Suite 401

Seattle, WA 98119

Prepared by:



Laura Ruppert, PE

1800 112th Avenue NE, Suite 220E

Bellevue, Washington 98004

(425) 451-4009

April 2013

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TABLE 1:	Section Details
TABLE 2:	New Collection Systems
TABLE 3:	Upsized Collection Systems

LIST OF FIGURES

FIGURE 1:	Tamarack Alternative B
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LIST OF APPENDICES

ATTACHMENT A:	Tamarack Neighborhood Drainage Preliminary Plans
ATTACHMENT B:	Tamarack Neighborhood Drainage Project Cost Estimate
ATTACHMENT C:	Hydrologic and Hydraulic Analysis
ATTACHMENT D:	Filtterra® Bioretention Systems

Introduction

The City of Sammamish is interested in upgrading stormwater facilities in the Tamarack neighborhood to resolve existing drainage problems and support future development. The Tamarack neighborhood has localized drainage problems in the vicinity of 209th Avenue NE and erosion in open ditches along NE 4th Street. Planned development in this neighborhood is not supported by the existing privately installed infrastructure. The goal of the proposed drainage improvements is to provide solutions to existing drainage problems and support future development without causing impacts to natural resources or existing infrastructure.

This report documents the Tamarack Neighborhood Drainage Preliminary design. It is a follow up to Design Alternatives for Inglewood and Tamarack Neighborhood Drainage Projects, Technical Memorandum by Windward Environmental, December 2011 (Windward Memo). Osborn Consulting, Inc. (OCI) is a subconsultant to Windward on this project. The Windward Memo documents project background, existing conditions, and qualitative alternatives analysis. This report provides a brief summary of the project background and existing conditions, hydrologic and hydraulic analysis, and documentation of the preliminary design. The Tamarack Neighborhood Drainage Preliminary Design includes:

- Proposed collection and conveyance system that improves the existing drainage issues and allows for future development of property.
- Discharge to Lake Sammamish via existing ditch-culvert system on Louis Thompson Road. King County flow control exemption shall be verified during final design.
- Consists of 1,265 linear feet of new pipe, 1,738 linear feet of upsized pipe, and 14 new catch basins.
- Provides enhanced water quality treatment for 0.5 acres of City right of way.
- Estimated project cost is \$974,000.

Existing Condition summary

Evaluation of the current site conditions consisted of a review of existing utility plans and maps, review of GIS data, field reconnaissance, and survey data. The existing site can be divided into four areas: the Tlingit Subdivision Section, the Private Road Section, the 209th Avenue NE Section, and the NE 4th Street Section. Details for the sections are outlined in **Table 1**. Plan sheets are provided in **Attachment A**.

Table 1: Section Details				
	Tlingit Subdivision	Private Road	209th Ave NE	NE 4th Street
Vicinity	205 th Ave NE, 206 th Ave NE, and NE 5 th Place	Grassy area and steps between NE 5 th Place and NE 4 th Street	209 th Ave NE from NE 4 th Street to cul-de-sac	NE 4 th Street from 211 th Ave NE to Private Road
Existing Storm Drainage	1,367 LF 12-inch pipe, 171 LF 72-inch pipe, 134 LF 18-inch pipe; 4 MHs, 8 CBs	299 LF 8-inch pipe; 2 MHs, 3 CBs	386 LF 12-inch pipe; 1 CB	91 LF 12-inch pipe/culvert; 2 CBs; ditch flow
Information Resources	Previous utility replacement/ extension plans, survey data	Survey data	GIS data and field reconnaissance	GIS data and field reconnaissance
Plan Sheets	1-3	4	5	6

The ditch along the north side of NE 4th Street is armored with large rocks, but shows signs of erosion and degradation due the amount of runoff.

Design Summary

The preliminary design is based on Alternative B in the Windward Memo (See **Figure 1**). The preferred alternative from the memo was Alternative C, where the proposed storm pipes on NE 4th Street tightline through a private ravine at the west end. Alternative C, however, is not possible as the owner of the property with the ravine is building a house on the property. The preliminary design based on Alternative B connects to the existing stormwater conveyance system in the Tlingit subdivision beginning on NE 5th Place. The Preliminary Design is comprised of a proposed collection system and an upsizing of the existing collection system. These design elements, typical design assumptions, and the cost estimate are described below. The Tamarack Neighborhood Drainage Preliminary Plans are included as **Attachment A**.

New Collection System

A new collection system is proposed in the Private Road, 209th Avenue NE, and NE 4th Street Sections. **Table 2** describes the proposed components.

Table 2: New Collection Systems			
	Private Road	209th Ave NE	NE 4th Street
New Conveyance	346 LF 18-inch pipe	10 LF 12-inch pipe, 200 LF ditch	909 LF 12-inch pipe
New Structures	1 CB Type 2 48-inch	1 CB Type 1	1 CB Type 2 48-inch, 9 CB Type 1
New Water Quality	0	0	5 Filterra® Structures
New Curb & Gutter	0	0	1,590 LF

Additional information about the proposed NE 4th Street collection system is bulleted below.

- The existing rock-lined ditch along the north side of NE 4th Street will remain in place.
- The new collection system along NE 4th Street will divert stormwater from the ditch to the pipe system and alleviate the existing erosion in the ditch.
- Filterra® units are proposed offset from the catch basins behind a concrete flume on alternating sides of the street.
- New curb and gutter are included in the construction cost estimate and on the plans. New curb is essential to the performance of the proposed water quality treatment system.
- Clean water from private residential development can connect at tap into the 12-inch collection line directly, or stub outs from the overflow catch basins to the property line can be added during final design. Design of future development connections will be the responsibility of private property owners.
- Two new 18-inch stormwater pipes and one Manhole Type 2-48" connect the proposed system along NE 4th Street (via the Private Road section) to the existing system on NE 5th Place (in the Tlingit Subdivision section).

Upsize the Existing Collection System

The existing collection systems in the Tlingit Subdivision and Private Road Sections are currently undersized to manage the stormwater from the new collection system. The proposed changes are in **Table 3**.

Table 3: Upsized Collection Systems		
	Tlingit Subdivision	Private Road
Upsized Conveyance	1,402 LF 18-inch pipe, 134 LF 24-inch pipe	137 LF 12-inch pipe, 65 LF 18-inch pipe
Replaced Structures	1 CB Type 2 48-inch	1 CB Type 1

Typical Design Assumptions

The Preliminary Design was developed using survey, as-built, GIS and field observation data. The proposed alignment in the NE 4th Street Section flows on the south curb of NE 4th Street until it meets up with the Private Road Section. Sewer lines run approximately down the middle of the road in the NE 4th Street Section. Water lines are also present along NE 4th Street. Sewer and stormwater pipes cross once at Private Road Section, and several times within the Tlingit Subdivision Section. No information exists about other utilities in the Tlingit Subdivision Section. Utility conflicts shall be determined and addressed during final design.

The proposed stormwater system has steep pipe slopes. Pipe slopes range from 1.0% to over 25% but are typically in the 10% to 20% range. Proposed pipe slopes generally follow the slope of the topography and some pipe slopes were modified to improve conveyance capacity.

The proposed pipe type is PVC, however, any WSDOT schedule A smooth interior wall pipe is acceptable. Conveyance systems were analyzed using a Manning's roughness of $n=0.013$, so additional hydraulic analysis would be required prior to approval of corrugated pipe.

The minimum distance from structure rim to pipe invert is 4-feet. This distance ensures minimum 2-feet of cover over 18-inch pipe and compatibility with proposed water quality treatment facilities which have a rim to invert distance of 3.5-feet. Shoring or extra excavation is required for all depths of 4-feet or more. Several pipes have rim to invert depths greater than 4-feet to maintain minimum slopes for conveyance and/or maintain minimum cover over the pipe at sag locations.

Project Cost Estimate

The preliminary design project cost estimate is \$974,000. The project cost estimate includes construction cost plus design cost.

Construction Cost:	\$740,000
Design Cost:	\$234,000
Total Project Cost:	\$974,000

The construction cost was established using unit prices for key design elements of the proposed design (i.e. pipe, structures, and site restoration) and includes a contingency of 30% and sales tax. Design costs including estimates for easement acquisition, engineering design, permitting, and construction management are included to estimate a total project cost. A copy of the cost estimate is included in **Attachment B**.

Hydrologic and Hydraulic Analysis

A hydrologic and hydraulic analysis was performed using Manning's Equation and flows for the 100-year storm event. Flows were determined by others using MGSFlood, and can be found in **Attachment C**. Existing conditions were analyzed to determine if the capacity of downstream pipes were sufficient for the current cumulative flow. Proposed conditions were determined to utilize the minimum slopes and pipe sizes to carry the cumulative flow for all sections. The proposed pipes were assumed to have smooth interiors and a Manning's coefficient (n) of 0.013.

Design Criteria and Results

This section demonstrates compliance with the King County Surface Water Design Manual (SWDM), 2009, minimum drainage requirements as supplemented by Chapter PWS.20 Storm Drainage of the City of Sammamish Interim Public Works Standards (Ordinance No. O2000-60). King County Core Requirements 1 through 9 are outlined below.

1. Discharge at the natural location

The natural discharge location is Lake Sammamish via an existing conveyance system along Louis Thompson Road NE. The proposed system connects to the existing conveyance system at 205th Avenue NE and Louis Thompson Road NE.

2. Offsite analysis

Downstream pipes are assumed to be sufficiently sized to handle the additional flow. A downstream analysis shall be performed during final design.

3. Flow control

Flow control is not required for project directly discharging to Lake Sammamish per King County SWDM Direct Discharge Exemption. A downstream analysis shall be performed during final design to confirm conveyance capacity from the project outfall to the lake.

4. Conveyance System

Manning's Equation analysis of the Preliminary Design demonstrates conveyance capacity for the 100-year flow. King County conveyance requirements allow pipe system structures to overtop for runoff events that exceed the 25-year design capacity, provided the overflow from a 100-year event does not create or aggravate a severe flooding or erosion problem. This allowance may present opportunities to reduced pipe diameter and project cost during final design.

5. Erosion and sediment control

Erosion and sediment control plans shall be completed during final design.

6. Maintenance and operations

Maintenance and operations plans shall be completed during final design.

7. Financial guarantees and liability

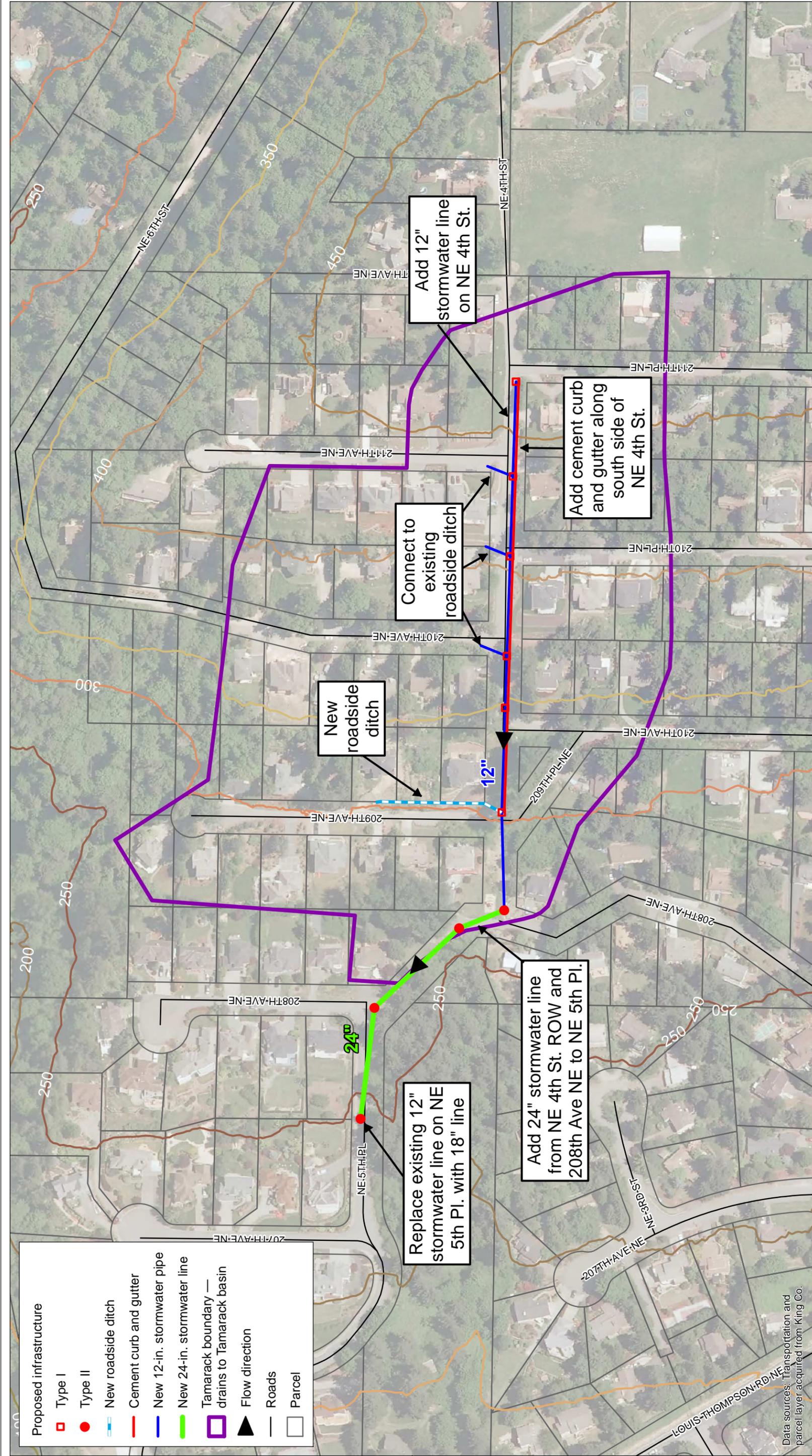
Not Applicable.

8. Water quality

Filtterra® Bioretention Systems were designed in accordance with the Engineering Design Assistance Kit (DAKit) v01-WA (select sheets included as **Attachment D**). A total of 5 Filtterra® units (4-ft by 4-ft) provide enhanced water quality treatment for City of Sammamish right of way (0.5 acres of pollution generating impervious surface).

Enhanced treatment is provided because Lake Sammamish is a King County Sensitive Lake Water Quality treatment area.

The size and quantity of Filtterra® units, or approved equal, shall be adjusted during final design. The Preliminary Design assumes water quality treatment for driveways will be the responsibility of private property owners.



Data sources: Transportation and parcel layer acquired from King Co.

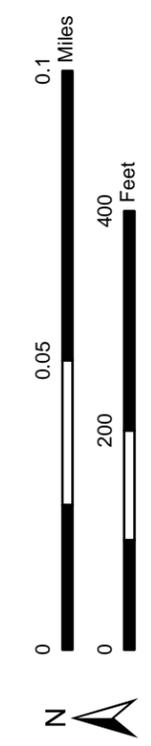


Figure 1. Tamarack Alternative B

DRAFT

ATTACHMENT A

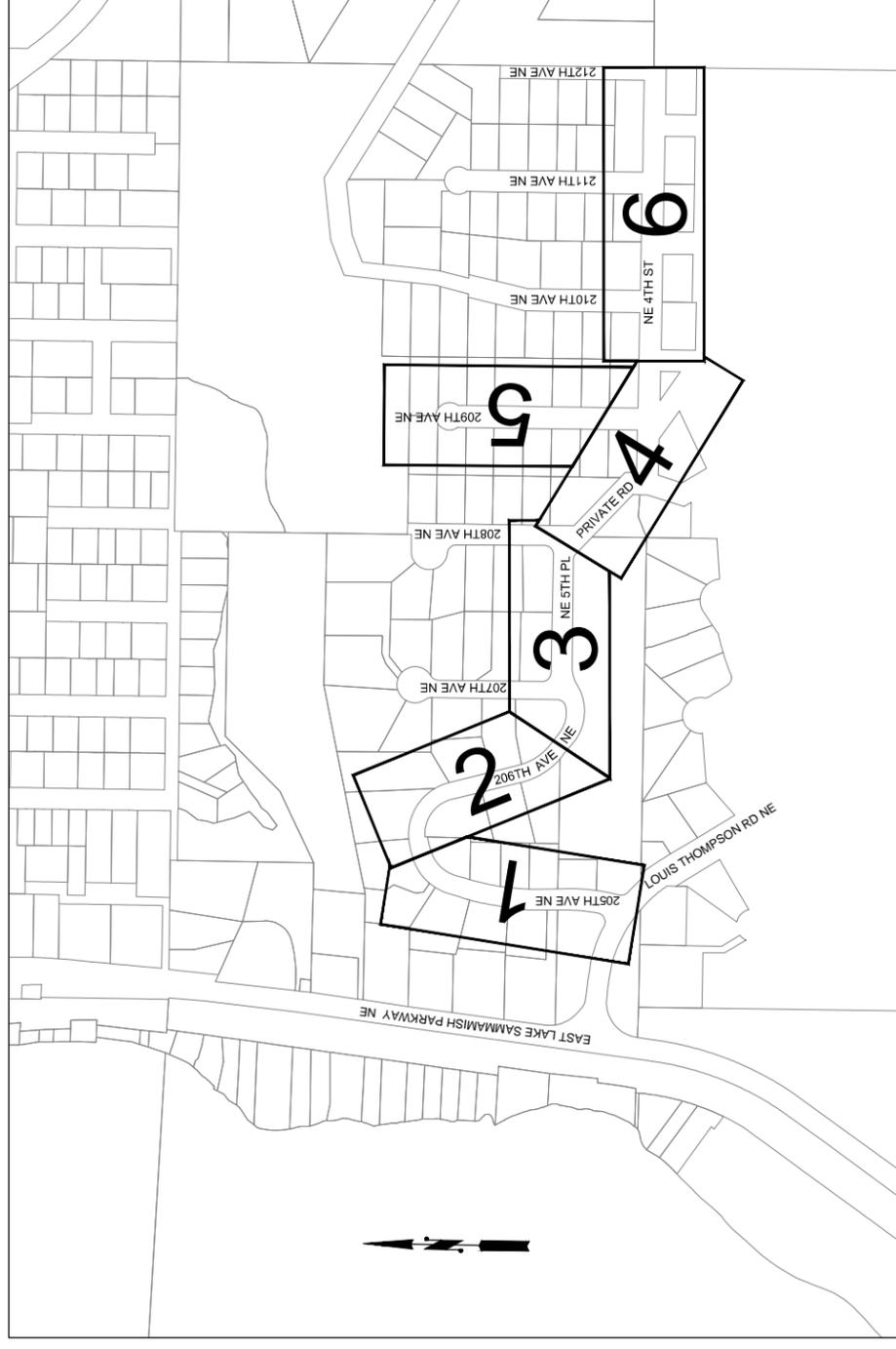
**TAMARACK NEIGHBORHOOD DRAINAGE
PRELIMINARY PLANS**

CITY OF SAMMAMISH

TAMARACK NEIGHBORHOOD DRAINAGE PROJECT NO. XXXXX PRELIMINARY PLANS

DRAWING LIST:

- 0 - COVER
- 1 - 205TH AVE NE
- 2 - 206TH AVE NE
- 3 - NE 5TH PL
- 4 - PRIVATE ROAD & NE 4TH ST
- 5 - 209TH AVE NE
- 6 - NE 4TH ST
- 7 - DETAILS



VICINITY MAP
1" = 250'

OWNER:
CITY OF SAMMAMISH
ERIC LAFRANCE, PE
SENIOR STORMWATER ENGINEER
801 228TH AVENUE SE
SAMMAMISH, WA 98075
(425) 295-0562

SURVEYOR:
AXIS SURVEYING & MAPPING
13005 NE 126TH PL
KIRKLAND, WA 98034
(425) 823-5700
1-800-933-AXIS

BACKGROUND SOURCE:
BACKGROUND INFORMATION SHOWN ON THESE PLANS ARE FROM:
- CITY OF SAMMAMISH AND KING COUNTY PROVIDED GIS DATA
- TOPOGRAPHIC SURVEY FOR SAMMAMISH TAMARACK BASIN PROVIDED BY AXIS 8/29/12
- AS BUILT WATER AND SEWER PLANS BY SAMMAMISH PLATEAU WATER AND SEWER DISTRICT 12/11/96
- PLAT OF TILING ADDITION PLANS BY MYRON ANDERSON & ASSOCIATES 7/83



Call 2 Working Days Before You Dig
1-800-424-5555
Utilize Underground Location Center
(ID, MT, ND, OR, WA)

SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS, ADJUST SCALE ACCORDINGLY.

PRELIMINARY PLANS – NOT FOR CONSTRUCTION

NO.	DATE	BY	CHKD.	REVISION

OSBORN CONSULTING INCORPORATED

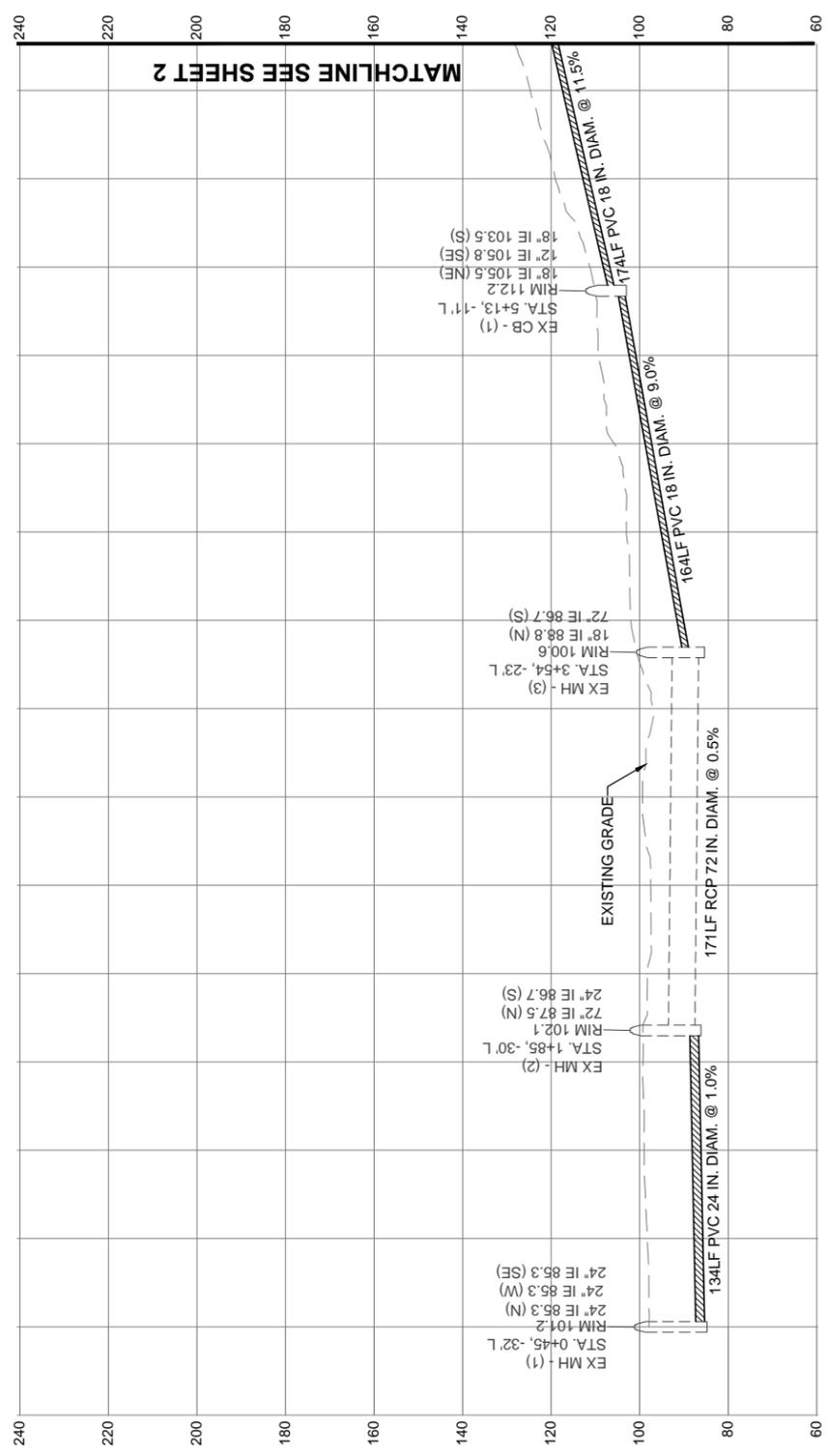
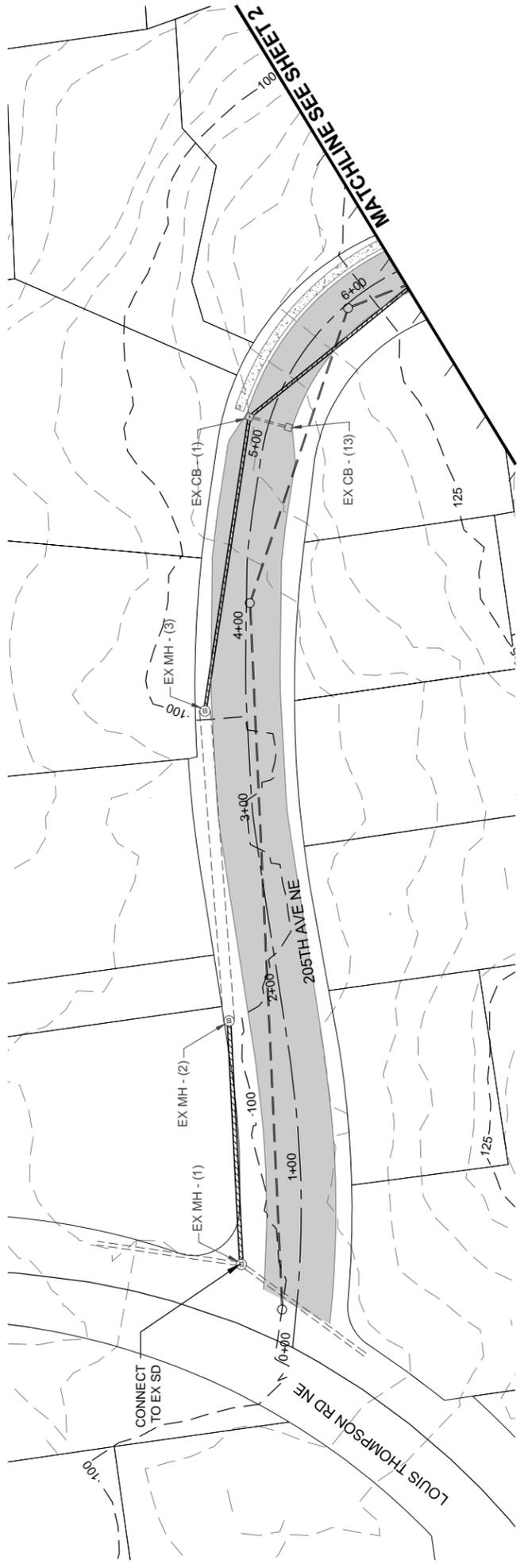
ENGINEER: Osborn Consulting Inc.
1800 - 112th Avenue NE, Suite 220E
Bellevue, Washington 98004
TEL: (425) 451 - 4009
FAX: (425) 451 - 4901

DESIGNED BY: RDP
DRAWN BY: MLP
CHECKED BY: LCR
DATE: DEC 2012

**TAMARACK
STORMWATER IMPROVEMENTS
COVER**

10-110024
OCI PROJECT NO.
0 SHEET 7 OF 7

- LEGEND:**
- - - 25-FT CONTOUR (GIS)
 - - - 5-FT CONTOUR (GIS)
 - - - RIGHT-OF-WAY (GIS)
 - - - ROAD CENTERLINE
 - - - EXISTING PAVEMENT
 - - - EXISTING SIDEWALK
 - EXISTING SEWER MH
 - ⊙ EXISTING SEWER PIPE
 - ⊕ EXISTING STORM MH
 - EXISTING STORM CB
 - - - EXISTING STORM DRAIN PIPE
 - PROPOSED MH TYPE 2
 - PROPOSED CB TYPE 1
 - PROPOSED WATER QUALITY TREATMENT 4-FT X 4-FT (SEE DETAILS SHEET 7)
 - PROPOSED CONCRETE FLUME (SEE DETAILS SHEET 7)
 - ▬ PROPOSED STORM DRAIN PIPE
 - ▬ PROPOSED DITCH
 - ▬ PROPOSED CURB AND GUTTER



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NO.	DATE	BY	CHKD.	REVISION



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 1800 - 112th Avenue NE, Suite 220E
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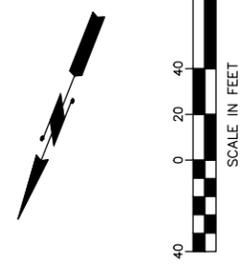
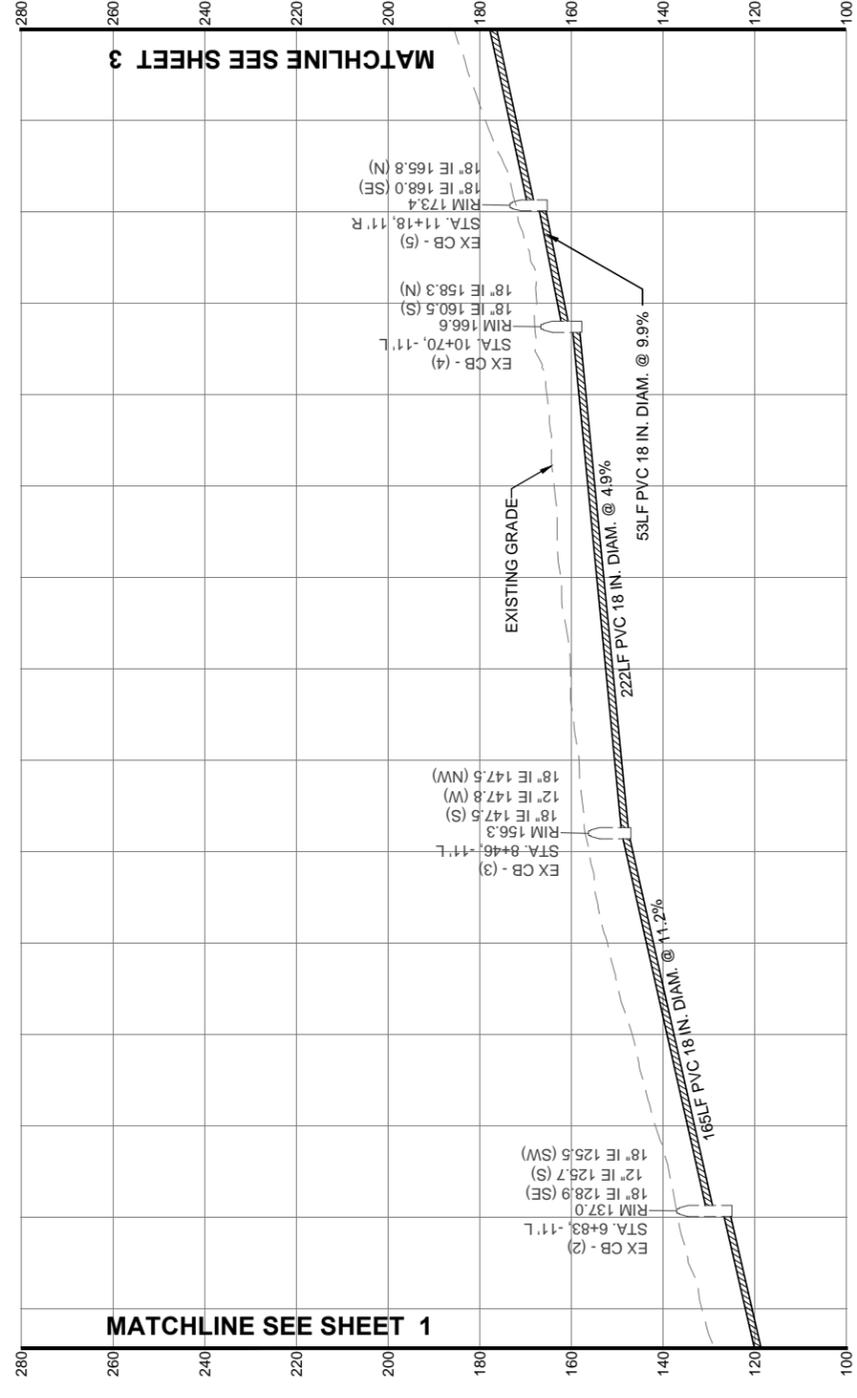
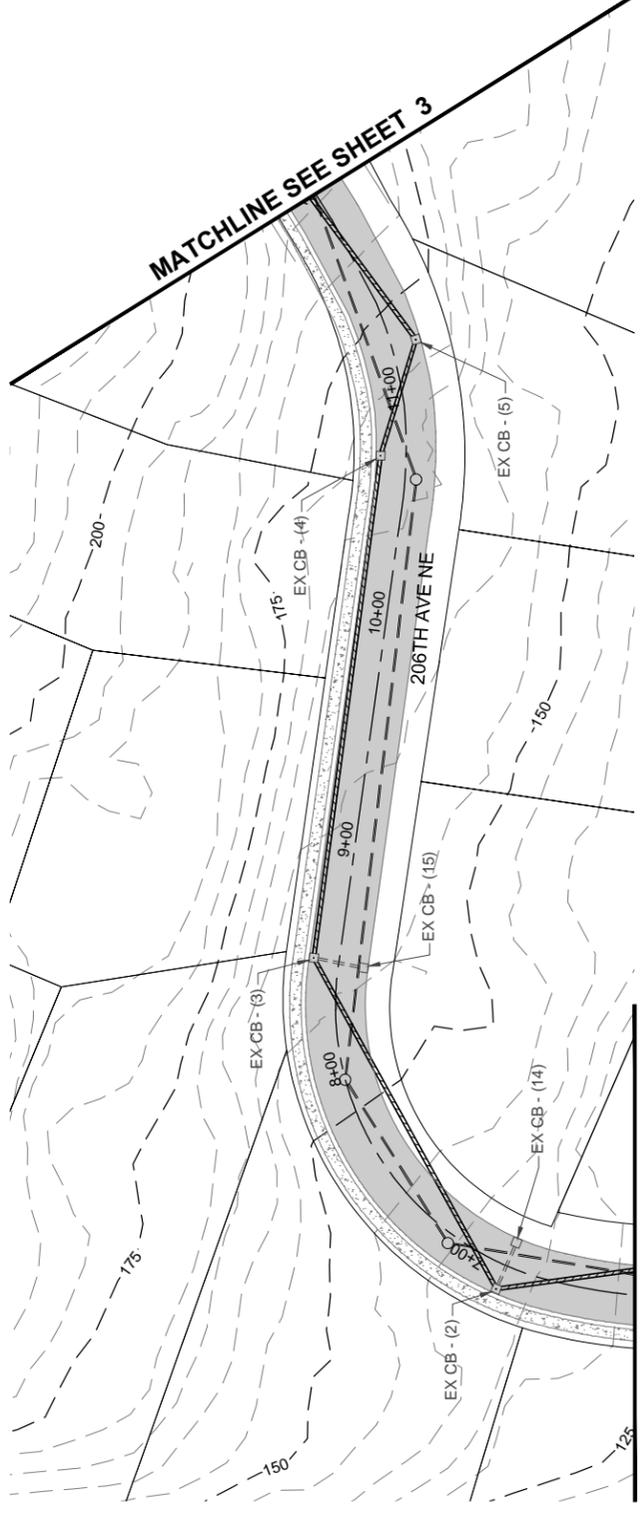
TAMARACK STORMWATER IMPROVEMENTS
 205TH AVE NE

10-110024
 OCI PROJECT NO.
 1 SHEET 7 OF 7

SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.



- LEGEND:**
- - - 25-FT CONTOUR (GIS)
 - - - 5-FT CONTOUR (GIS)
 - - - RIGHT-OF-WAY (GIS)
 - - - ROAD CENTERLINE
 - - - EXISTING PAVEMENT
 - - - EXISTING SIDEWALK
 - EXISTING SEWER MH
 - EXISTING SEWER PIPE
 - ⊙ EXISTING STORM MH
 - EXISTING STORM CB
 - - - EXISTING STORM DRAIN PIPE
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 - PROPOSED CB TYPE 1
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 - PROPOSED CONCRETE FLUME (SEE DETAILS SHEET 7)
 - ▬ PROPOSED STORM DRAIN PIPE
 - ▬ PROPOSED DITCH
 - ▬ PROPOSED CURB AND GUTTER



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NO.	DATE	BY	CKD.	REVISION



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 TEL: (425) 451 - 4009
 FAX: (425) 451 - 4901

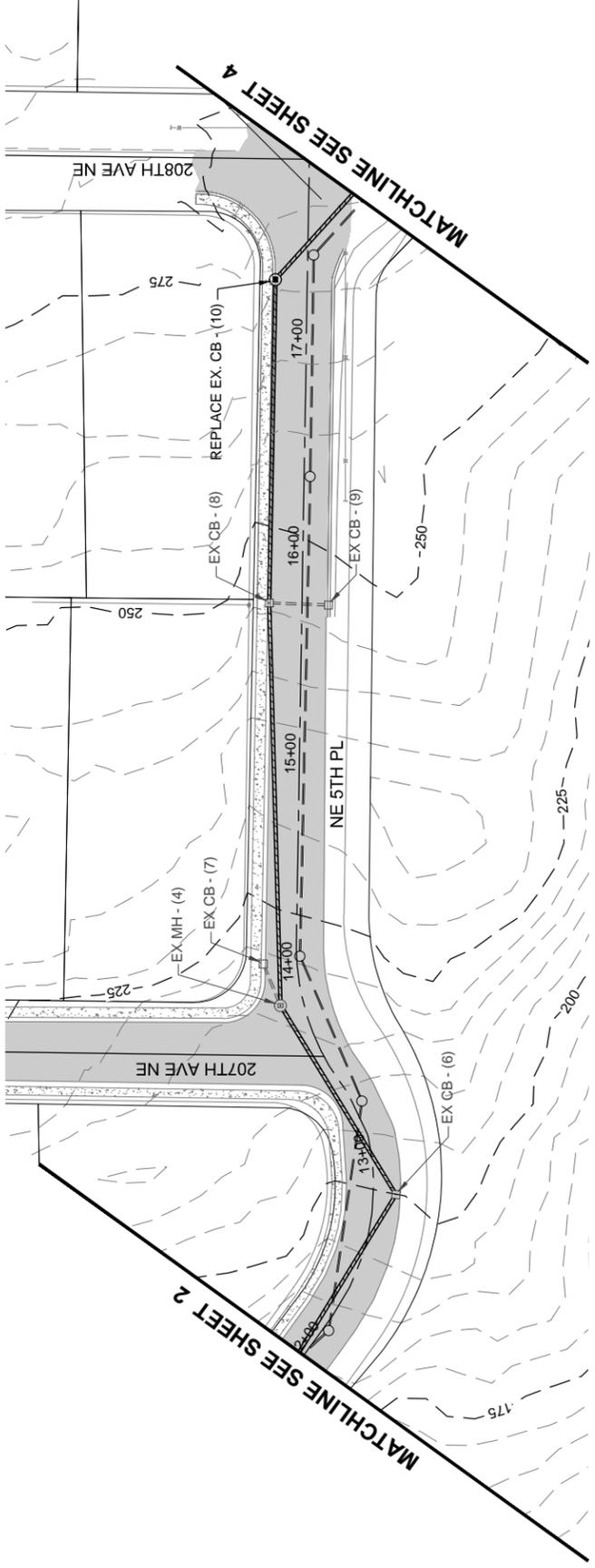
DESIGNED BY: RDP
 DRAWN BY: MLP
 CHECKED BY: LCR
 DATE: DEC 2012

TAMARACK STORMWATER IMPROVEMENTS
 206TH AVE NE

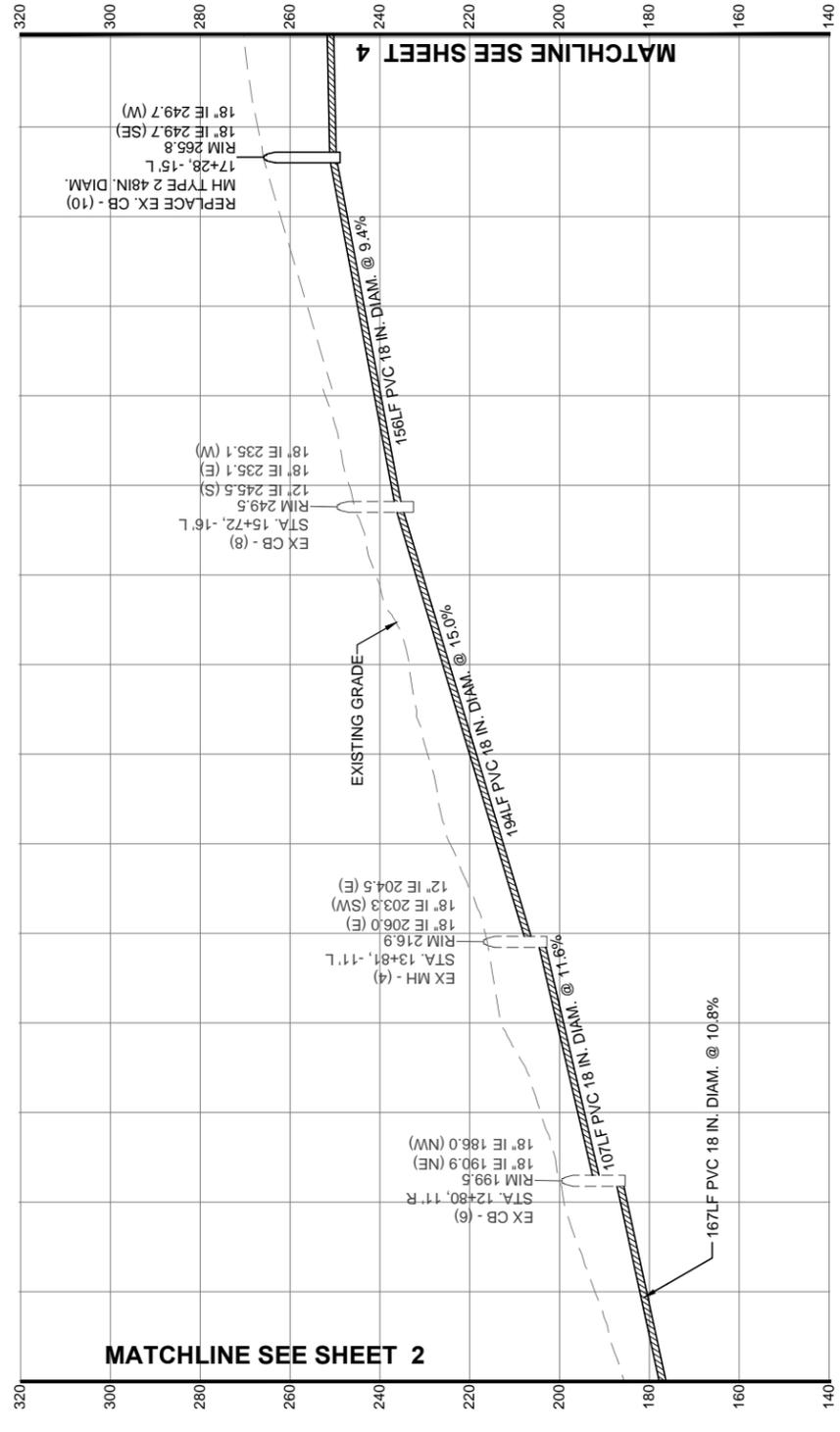
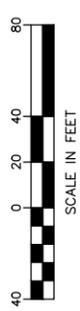
10-110024
 OCI PROJECT NO.
 2 SHEET 7 OF

SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.





- LEGEND:**
- 25-FT CONTOUR (GIS)
 - 5-FT CONTOUR (GIS)
 - - - RIGHT-OF-WAY (GIS)
 - ROAD CENTERLINE
 - EXISTING PAVEMENT
 - EXISTING SIDEWALK
 - EXISTING SEWER MH
 - EXISTING SEWER PIPE
 - ⊙ EXISTING STORM MH
 - EXISTING STORM CB
 - EXISTING STORM DRAIN PIPE
 - PROPOSED MH TYPE 2
 - PROPOSED CB TYPE 1
 - PROPOSED WATER QUALITY TREATMENT 4-FT X 4-FT (SEE DETAILS SHEET 7)
 - PROPOSED CONCRETE FLUME (SEE DETAILS SHEET 7)
 - PROPOSED STORM DRAIN PIPE
 - PROPOSED DITCH



Call 2 Working Days Before You Dig
1-800-424-5555
 Utilize Underground Location Center
 (U.L.C.) (M, T, W, TH, F, SA)

NO.	DATE	BY	CHKD.	REVISION



OSBORN CONSULTING INCORPORATED

ENGINEER: Osborn Consulting Inc.
 1800 - 112th Avenue NE, Suite 220E
 Bellevue, Washington 98004
 TEL: (425) 451 - 4009
 FAX: (425) 451 - 4901

DESIGNED BY: RDP
 DRAWN BY: MLP
 CHECKED BY: LCR
 DATE: DEC 2012

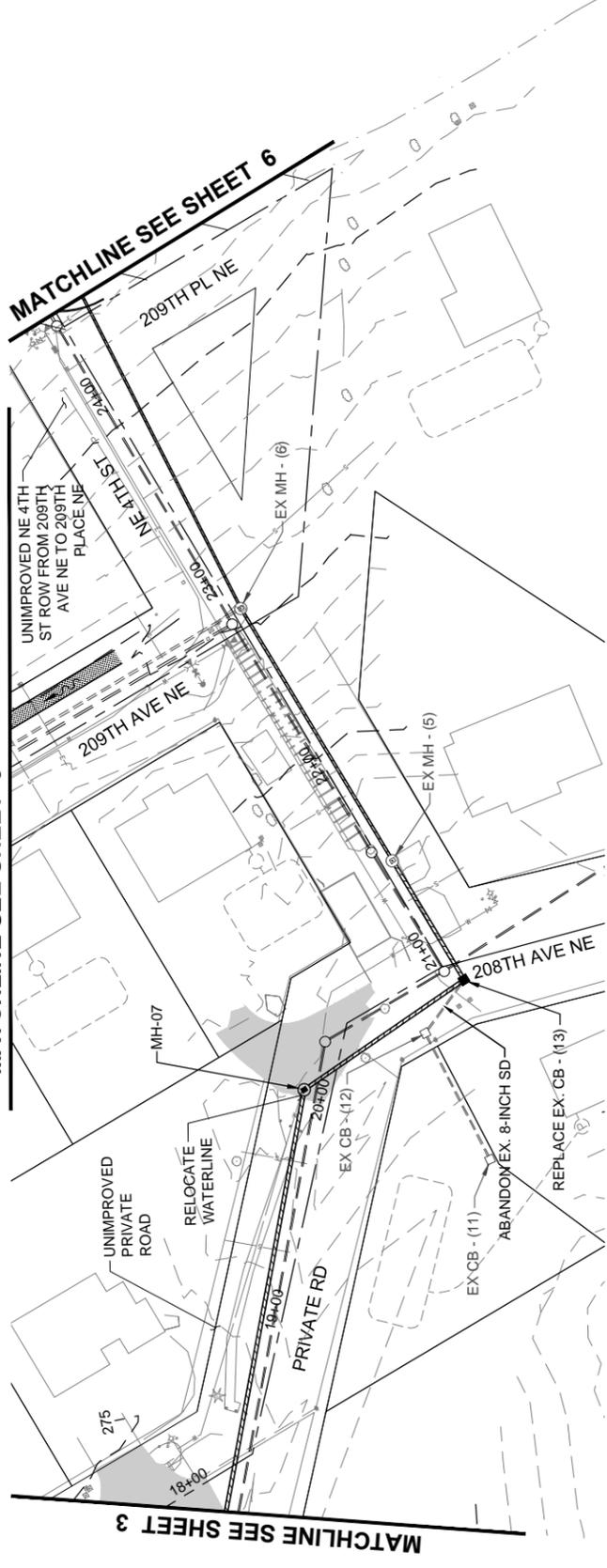
TAMARACK STORMWATER IMPROVEMENTS NE 5TH PL

10-110024
 OCI PROJECT NO.
 3 SHEET OF 7

SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.

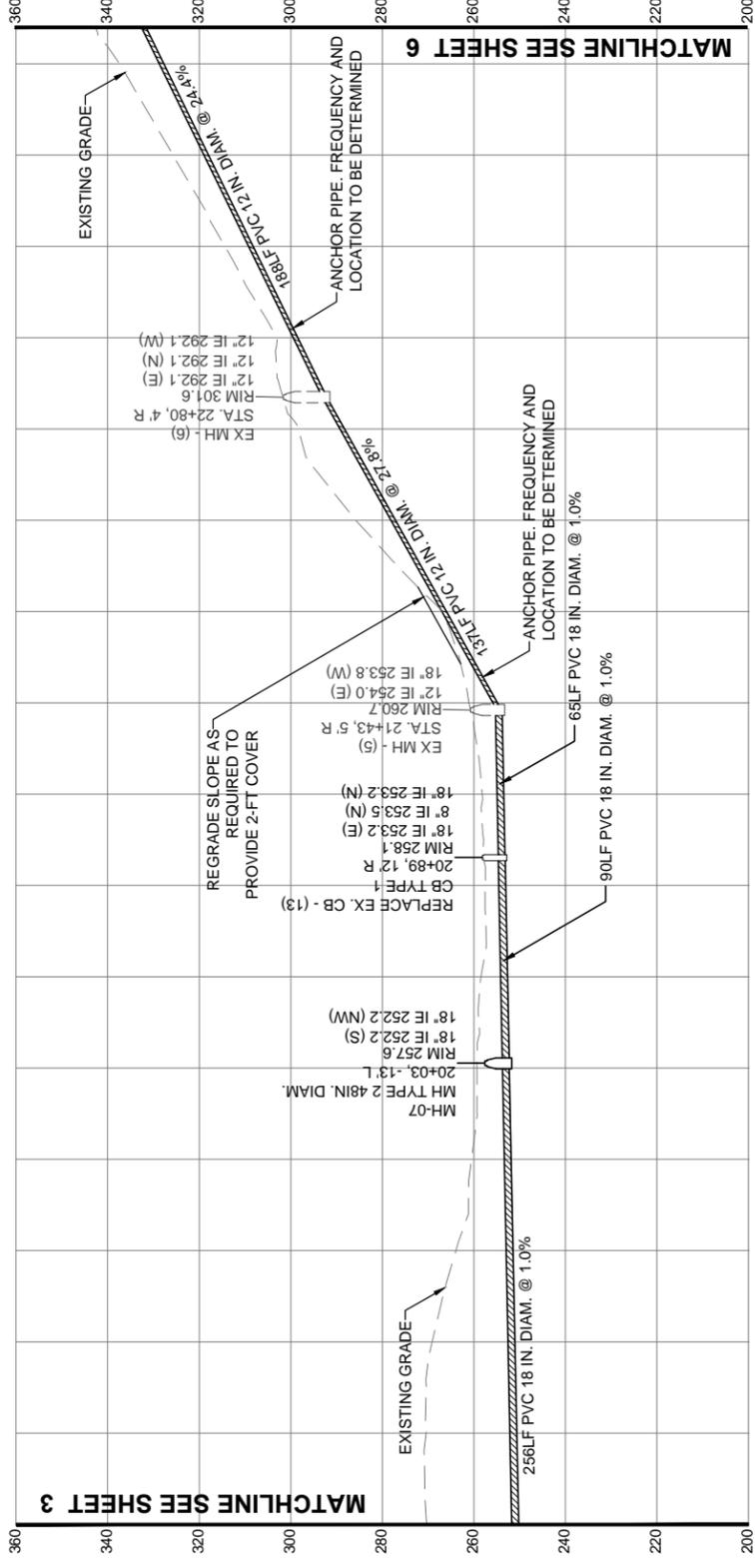
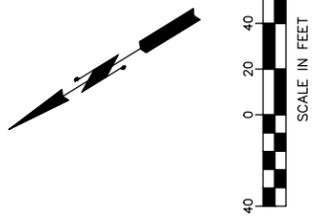


MATCHLINE SEE SHEET 5



MATCHLINE SEE SHEET 3

- LEGEND:**
- 25-FT CONTOUR (GIS)
 - 5-FT CONTOUR (GIS)
 - - - RIGHT-OF-WAY (GIS)
 - ROAD CENTERLINE
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 - PROPOSED STORM DRAIN PIPE
 - PROPOSED DITCH
 - PROPOSED CURB AND GUTTER



Call 2 Working Days Before You Dig
1-800-424-5555
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 (ID,MT,ND,OR,WA)

NO.	DATE	BY	CKD.	REVISION



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 1800 - 112th Avenue NE, Suite 220E
 Bellevue, Washington 98004
 TEL: (425) 451 - 4009
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DESIGNED BY: RDP
 DRAWN BY: MLP
 CHECKED BY: LCR
 DATE: DEC 2012

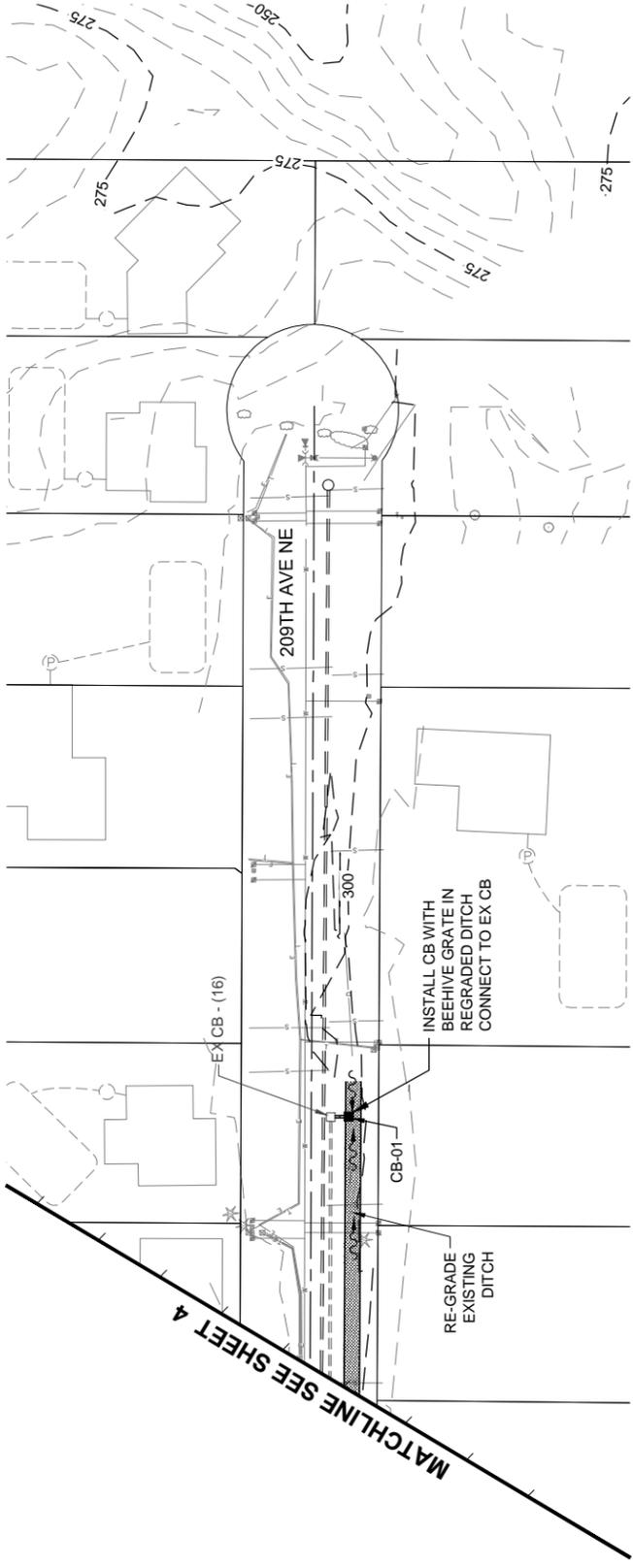
TAMARACK STORMWATER IMPROVEMENTS PRIVATE RD & NE 4TH ST

10-110024
 OCI PROJECT NO.

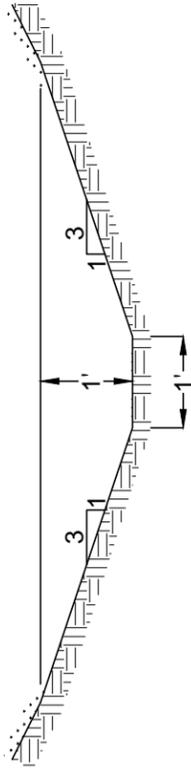
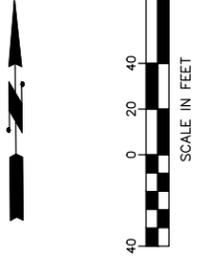
4 SHEET OF 7

SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.





- LEGEND:**
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 - PROPOSED DITCH
 - PROPOSED CURB AND GUTTER



TYPICAL DITCH SECTION
N.T.S



SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.

PRELIMINARY PLANS – NOT FOR CONSTRUCTION

DESIGNED BY: RDP
DRAWN BY: MLP
CHECKED BY: LCR
DATE: DEC 2012

ENGINEER: Osborn Consulting Inc.
1800 - 112th Avenue NE, Suite 220E
Bellevue, Washington 98004
TEL: (425) 451 - 4009
FAX: (425) 451 - 4901

OSBORN CONSULTING INCORPORATED

TAMARACK
STORMWATER IMPROVEMENTS
209TH AVE NE

10-110024
OCI PROJECT NO.
5 SHEET 7 OF



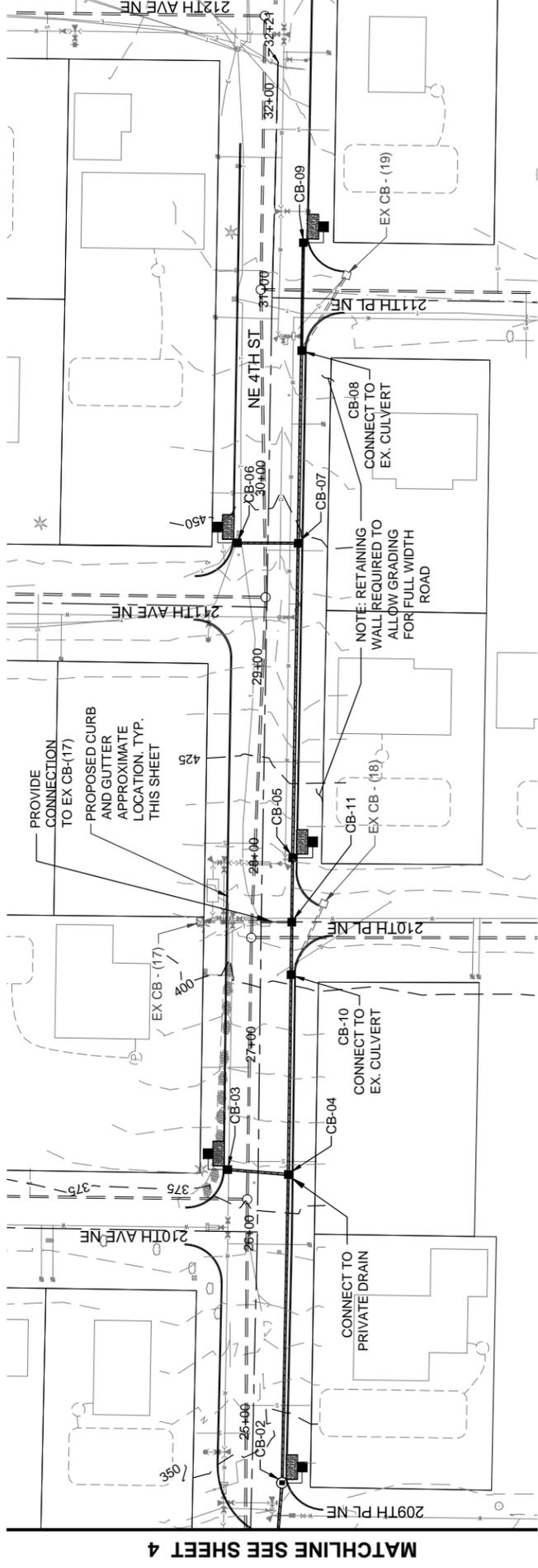
Call 2 Working Days Before You Dig
1-800-424-5555
Utilize Underground Location Center
(ID,MT,ND,OR,WA)



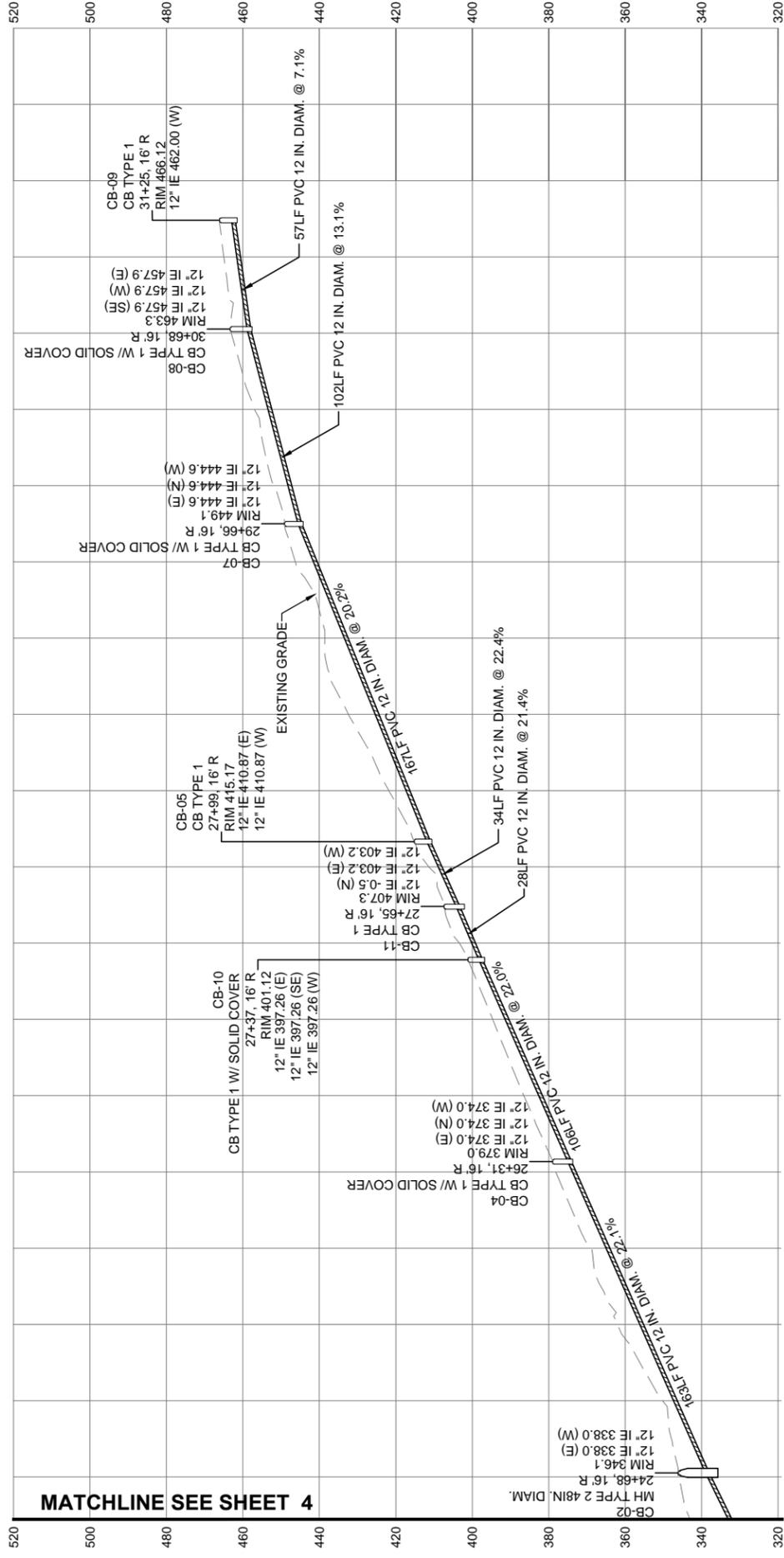
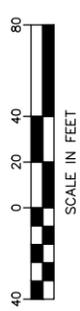
NO.	DATE	BY	CKD.	REVISION

LEGEND:

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- PROPOSED CURB AND GUTTER



MATCHLINE SEE SHEET 4



MATCHLINE SEE SHEET 4

Call 2 Working Days Before You Dig
1-800-424-5555
 Utilize Underground Location Center
 (D.M.T./D.O.R.W.A.)



NO.	DATE	BY	CHKD.	REVISION



OSBORN CONSULTING INCORPORATED

ENGINEER: Osborn Consulting Inc.
 1800 - 112th Avenue NE, Suite 220E
 Bellevue, Washington 98004
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 FAX: (425) 451 - 4901

DESIGNED BY: RDP
 DRAWN BY: MLP
 CHECKED BY: LCR
 DATE: DEC 2012

TAMARACK STORMWATER IMPROVEMENTS NE 4TH ST

10-110024
 OCI PROJECT NO.
 6 SHEET 7 OF



SCALE BARS INDICATE SCALE OF FULL-SIZE (22 X 34 INCH) DRAWINGS. FOR REDUCED SIZE DRAWINGS ADJUST SCALE ACCORDINGLY.

PRELIMINARY PLANS - NOT FOR CONSTRUCTION

ATTACHMENT B

**TAMARACK NEIGHBORHOOD DRAINAGE
PROJECT COST ESTIMATE**

Opinion (Estimate) of Probable Cost

		Project No. Sammamish Neighborhood Projects	Date December 21, 2012			
Project Name		Tamarack Neighborhood				
Location		NE 4th St and 209th Ave NE, Sammamish, WA				
Owner		City of Sammamish				
Estimated By:		Joe Wright	Checked By:		Laura Ruppert	Approved By: L. Ruppert
Date:		December 20, 2012	Date:		12/21/12	Date: April 2013
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
		Mobilization	1	LS	8%	\$38,507.14
		Clearing and grubbing	0.1	ACRE	\$8,500.00	\$850.00
		Removing Asphalt Conc. Pavement	1,610	SY	\$6.00	\$9,658.00
		Ditch Excavation Incl. Haul	30	CY	\$25.00	\$740.74
		Cement Conc. Curb and Gutter	1,590	LF	\$30.00	\$47,700.00
		Schedule A Storm Sewer Pipe 12 in. Diam*	1,056	LF	\$40.00	\$42,240.00
		Schedule A Storm Sewer Pipe 18 in. Diam*	1,813	LF	\$60.00	\$108,780.00
		Schedule A Storm Sewer Pipe 24 in. Diam*	134	LF	\$70.00	\$9,380.00
		Pipe Anchor	6	Each	\$3,000.00	\$9,000.00
		Catch Basin Type 1	11	Each	\$1,000.00	\$11,000.00
		Catch Basin Type 2 48 In. Diam.	3	Each	\$2,200.00	\$6,600.00
		Connect to existing catch basin or manhole	24	Each	\$620.00	\$14,880.00
		Structure Excavation Class B Incl. Haul	1,690	CY	\$9.00	\$15,210.00
		Crushed surfacing base course	268	CY	\$30.00	\$8,048.33
		HMA For Pavement Repair Cl. 3/4 In. PG	642	TON	\$150.00	\$96,244.65
		Temporary Erosion and Sediment Control	1	EST	\$6,000.00	\$6,000.00
		Roadside Restoration	1	EST	\$6,000.00	\$6,000.00
		Project Temporary Traffic Control	1	EST	\$6,000.00	\$6,000.00
		Plugging Existing Pipe	1	Each	\$500.00	\$500.00
		Shoring or Extra Excavation Class B	15,015	SF	\$0.50	\$7,507.50
		Water Quality Structure (Filterra 4'x4')	5	Each	\$15,000.00	\$75,000.00
		Subtotal Project Cost				\$519,846.37
		Contingency			30%	\$155,953.91
		Tax			10%	\$64,201.03
		Easement Acquisition				\$0.00
		Engineering Design			20%	\$103,969.27
		Permitting			5%	\$25,992.32
		Construction Management			20%	\$103,969.27
		TOTAL PROJECT COST				\$973,932.16
		TOTAL PROJECT COST (Rounded)				\$974,000.00

Notes:

*Includes installation, materials, pipe zone bedding, trench backfill and CDF and SD testing

ATTACHMENT C

HYDROLOGIC AND HYDRAULIC ANALYSIS

The Hydrologic and Hydraulic Analysis was provided by Windward Environmental. This attachment contains the following:

- Flows generated from MGSFlood
- Existing pipe sizing and capacity calculations
- Proposed pipe sizing and capacity calculations

100-Year Storm Event Flows				
	Tlingit Subdivision	Private Road	209th Ave NE	NE 4th Street
100-Year Flows (cfs)	19.223	10.735	9.358	6.189

Existing Pipes - Assuming Reusing CMP

Pipe	Diameter	Area(SF)	Cumulative Flow out (cfs)				n	0.022
			Tam7 Q	Tam5 Q	Tam 4	Tam 3		
			6.189	9.358	10.735	19.223		
12"	1	0.785	8.7%	19.8%	26.0%	83.5%		
18"	1.5	1.76625	1.00%	2.28%	3.0%	9.6%		
24"	2	3.14	0.21%	0.49%	0.6%	2.1%		
36"	3	7.065	0.02%	0.06%	0.1%	0.2%		

NE 4th street - 22.0%

Private stairs - 28.0%

Private road - 0.5%

NE 5th PL - 15.0%

206th ave NE - 5.0%

205th ave NE - 1.0%

- Pipe diameter meets slopes of area
- Slope will have to be adjusted or pipe size increased

Mannings Equation (for partially full pipe)

$$q = Av = A * k_n / n * R^{2/3} * S^{1/2}$$

q	CFS	flow	R	Ft	hydraulic radius = A/P
A	SF	cross sectional area	P	Ft	wetted perimeter
v	ft/sec	average velocity	n		mannings roughness
k _n	1.486	for English units	S ^{1/2}		sqrt of slope

Proposed Pipes - Assuming Using HDPE

Pipe	Diameter	Area(SF)	Cumulative Flow out (cfs)				n	0.013
			Tam7 Q	Tam5 Q	Tam 4	Tam 3		
			6.189	9.358	10.735	19.223		
12"	1	0.785	3.0%	6.9%	9.1%	29.1%	1.486/n	114.3077
18"	1.5	1.76625	0.35%	0.79%	1.0%	3.4%		
24"	2	3.14	0.07%	0.17%	0.2%	0.7%		
36"	3	7.065	0.01%	0.02%	0.0%	0.1%		

NE 4th street - 22.0%

Private stairs - 28.0%

Private road - 0.5%

NE 5th PL - 15.0%

206th ave NE - 5.0%

205th ave NE - 1.0%

- Pipe diameter meets slopes of area
- Slope will have to be adjusted or pipe size increased

Mannings Equation (for partially full pipe)

$$q = Av = A * k_n / n * R^{2/3} * S^{1/2}$$

q	CFS	flow	R	Ft	hydraulic radius = A/P
A	SF	cross sectional area	P	Ft	wetted perimeter
v	ft/sec	average velocity	n		mannings roughness
k _n	1.486	for English units	S ^{1/2}		sqrt of slope

ATTACHMENT 8

FILTERRA® BIORETENTION SYSTEMS

CALCULATIONS COVER PAGE

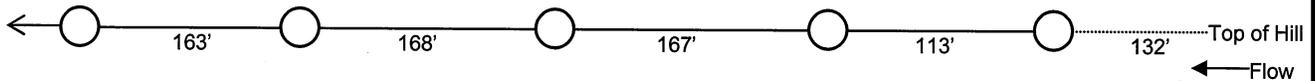


REVISION 0 (11/9/2012)

PROJECT: Sammamish SW - Tamarack	OCI JOB NO.: 10-110024	PLAN NO.:	PAGE 1 OF 5 Total Pages includes Attachments.	
CLIENT: City of Sammamish	DEPARTMENT/DISCIPLINE:	CALCULATION NO.		
SUBJECT/TITLE: WATER QUALITY STRUCTURE SPACING				
CALCULATION REV. NO.	ORIGINATOR	DISCIPLINE REVIEWER	TECHNICAL PEER REVIEWER (IF REQUIRED)	CONFIRMATION REQUIRED (Y/N) IF YES, INCLUDED ATTACHMENT II
0	M. Phelan	L. Ruppert	N/A	N
1				
2				
3				
CALCULATIONS OBJECTIVE				
Determine size and spacing needed for Filterra boxes, based on PGIS.				
CALCULATION METHODOLOGY/ LIST OF ASSUMPTIONS				
<p>Assumptions:</p> <ol style="list-style-type: none"> 1. 20-foot pavement width + 16-foot parking = 36-foot PGIS (See Page 3) 2. Available Filterra sizes are 4x4 and 4x6 (See Pages 4 and 5) 3. Sized for Enhanced Treatment to account for sensitive Lake WQ treatment (See Page 4) 4. Road is crowned, and half the road width contributes to each Filterra system (See Page 3) <p>Following is the process used to size the boxes:</p> <ol style="list-style-type: none"> 1. Determine manhole spacing. 2. Determine maximum spacing for Filterra systems 3. Determine the Filterra layout 4. Determine the cost 				
REFERENCES / INPUTS				
<p>Roadway Width</p> <p>Roadway width from City of Sammamish Department of Public Works Standards, FIG01-05. Assumed parking but no sidewalks (See Page 3).</p>				

Manhole Spacing

From AutoCAD drawing. Total Distance is 774 feet.



Filtterra Spacing

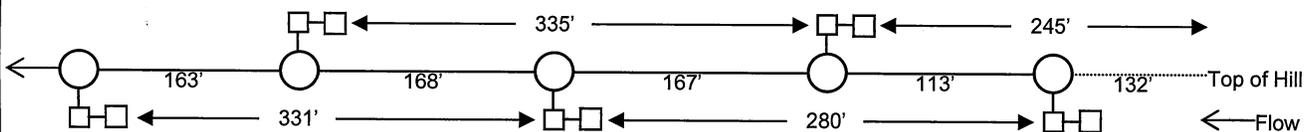
Maximum Spacing from Engineering Design Assistance Kit from Filtterra Bioretention Systems, Table 1: WWHM Sizing for Basic Treatment – TSS, Oil/Grease and Phosphorous Treatment (See Page 4). Multiply spacing by two to account for half the road width.

Cost

Filtterra Box costs from Filtterra Bioretention Systems, Filtterra Price List – Standard Unity, Pacific Northwest Region (See Page 5).

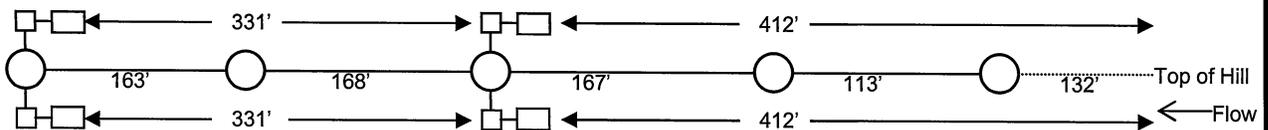
CONCLUSIONS

For 18-foot pavement width, the spacing for a 4x4 Enhanced Treatment Filtterra Box is 339 feet. The below diagram shows the spacing with respect to the proposed manholes.



The total cost for five boxes, plus 50% for offloading, installation, and sales tax (See Page 5) is \$62,250.

For 18-foot pavement width, the spacing for a 4x6 Enhanced Treatment Filtterra Box is 509 feet. The below diagram shows the spacing with respect to the proposed manholes.



The total cost for four boxes, plus 50% for offloading, installation, and sales tax (See Page 5) is \$56,100.

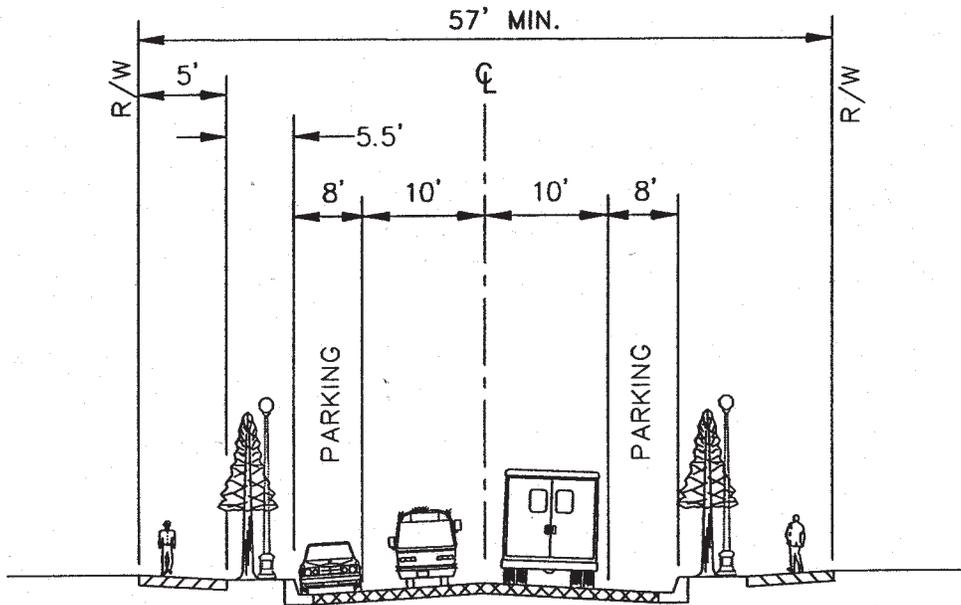
RECOMMENDATION

OCI recommends using the **4x4 Filtterra Box** because it is unlikely that the runoff will sheet flow over the intersections, which it would need to do with the 4x6 boxes.

THE CALCULATIONS IS COMPLETED AND READY FOR DISCIPLINE REVIEW

Originator *Marie Phelan* 11/9/12

Signature/Date



**ROADWAY SECTION
LOCAL ROAD
DETAIL**

N.T.S.



EXPIRES: 4/30/01

NOTES:

1. ADD 5' OF PAVEMENT WIDTH EACH SIDE AND 10' OF RIGHT-OF-WAY WIDTH WHEN BIKE LANES ARE REQUIRED.
2. ON-STREET PARKING MAY BE REDUCED WITH CITY ENGINEER'S APPROVAL FOR CUL-DE-SAC STREETS.

CITY OF SAMMAMISH DEPARTMENT OF PUBLIC WORKS			
ROADWAY SECTION LOCAL ROAD			
APPROVED BY CITY ENGINEER		DATE	
DWN JM	CKD SPS	DATE MARCH-15-2000	FILE FIG01-05

REV



Table 2: WWHM Sizing for Enhanced Treatment - Dissolved Metals
Western Washington Region ONLY - v01a

Available Filterra® Box Sizes (feet)	Approximate Contributing Drainage Area (acres)	Maximum Spacing (18-ft pore width)
4 x 4	0.140	339 LF
4 x 6 or 6 x 4	0.210	509 LF
4 x 8 or 8 x 4	0.275	
6 x 6	0.310	
6 x 8 or 8 x 6	0.415	
6 x 10 or 10 x 6	0.520	
6 x 12 or 12 x 6	0.630	

Notes:

1. Sizing table intended for planning level use. The design engineer must use the latest version WWHM to calculate the appropriately sized facility.
2. Sizing table meets WA DOE 2005 Stormwater Manual's 91% annual stormwater volume filtered.
3. Sizing table based on WWHM3 parking/flat and the SeaTac rain gauge with a precipitation factor of 1.0. Other precipitation factors, geographic locations and site conditions will affect Filterra sizing.
4. Sand Filter (Filterra) parameters:
 - Filter material depth = 1.8 feet
 - Effective ponding depth = 0.75 feet
 - Zero slope(s) on the filter box
 - Riser height = 0.7 feet
 - Riser diameter = 100 inches
 - Filter Hydraulic Conductivity = 24.82 inches per hour
5. All boxes are a standard 3.5 feet depth (INV to TC).
6. A standard SDR-35 PVC pipe coupling is cast into the wall for easy connection to discharge drain.
7. Dimensions shown are internal. Please add 1' to each external (using 6" walls).
8. Valid for Enhanced Treatment regiments (Dissolved Zinc and Copper).
9. For sizing in other areas of Washington State please contact Filterra.



Filterra Price List – Standard Units

Pacific Northwest Region

Effective May 1, 2011

4 x 4\$8,300	4 x 12 or 12 x 4.....\$14,200
4 x 6 or 6 x 4.....\$9,350	6 x 8 or 8 x 6.....\$13,800
4 x 8 or 8 x 4.....\$10,050	6 x 10 or 10 x 6.....\$17,500
3 x 8 or 8 x 3.....\$10,900	6 x 12 or 12 x 6.....\$20,450
6 x 6 Standard.....\$10,400	7 x 13 or 13 x 7.....\$23,400

Notes

1. Price includes: Concrete box & top, engineered media, suitable mulch, internal underdrain system & clean out, plant, standard tree grate and two maintenance visits in the first year of each Filterra unit (Maintenance agreement is between owner of Filterra® and Americast) . Delivery to site is included.
2. Modifications to standard products may incur an extra charge and prepayment prior to manufacture (note local tree grate standards).
3. Price does not include offloading, installation or sales taxes (where applicable).
4. The contractor is responsible for safe unloading, handling and installation and to determine if a crane is required. Refer to table of weights of components. Lifting Filterra® boxes **always** requires a spreader bar (not included).
5. The plant/tree and mulch (activation) will be installed by Americast only after the Filterra® units are installed and the site is fully stabilized (full landscaping, grass cover, final paving and street sweeping completed).
6. The total unit price is due to Americast upon shipment or at 3 months after release for production, whichever is sooner. Activation, maintenance or any other services performed by Americast do not constitute a reason for delay of payment.
7. Filterra® is protected under U.S. Patents # 6,277,274, 6,569,321, 7,425,261, 7,625,485, 7,833,412 and D596,697.
8. This Price List supersedes all other Price Lists and is subject to change without notice.



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: April 2, 2015
RE: Claims for April 7, 2015

\$ 7,158.02
 69,512.15
 28,325.55
 896,439.85
 115,365.09

Over \$10,000 Payments

Eastside Fire & Rescue	\$477,715.75	Fire Services - April 2015
Kenyon Disend	\$55,091.06	Attorney Fees - February 2015
Barker Rinker Seacat	\$42,818.15	Community & Aquatic Center - February 2015
City Of Bellevue	\$30,322.00	ARCH Contribution 1st & 2nd Qtr 2015
HWA Consultants	\$28,956.06	Sammamish Landing Boring Ramp & Walls
Everson's Econo Vac	\$26,894.76	Vactor & Jetting February 2015
NW Landscaping	\$26,354.22	ROW & Parks Maintenance - February 2015
King County Finance	\$26,069.38	Transit Now Program
NC Machinery	\$23,016.40	Equipment Rental & Repairs
Friends Of Issaquah Salmon Hatchery	\$20,000.00	Fish Feed for Trout Stocking Program

TOTAL \$ 1,116,800.66

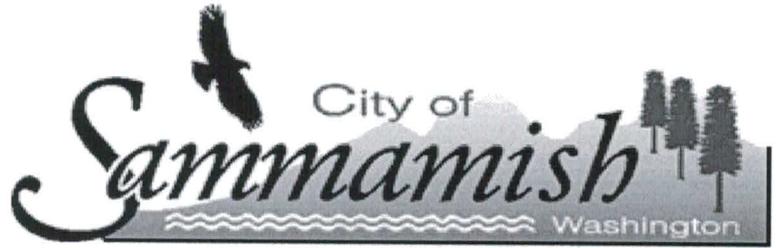
Checks # 39976 – 40110

0 • 006 +
 7 • 158 • 02 +
 69 • 512 • 15 +
 28 • 325 • 55 +
 896 • 439 • 85 +
 115 • 365 • 09 +
 005
 1 • 116 • 800 • 666 +

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 3/13/2015 - 11:12 AM

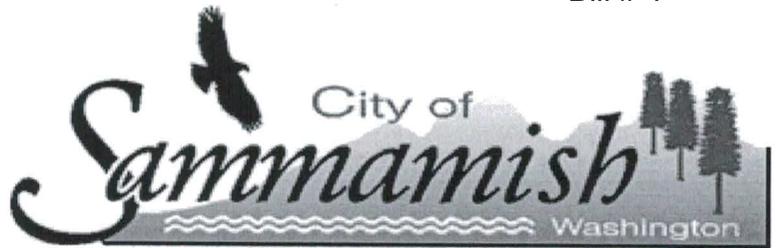


Check	Date	Vendor No	Vendor Name	Amount	Voucher
39976	03/13/2015	COMCAST2	Comcast	129.13	39,976
39977	03/13/2015	COMCAST2	Comcast	135.07	39,977
39978	03/13/2015	COMCAST2	Comcast	104.08	39,978
39979	03/13/2015	IPS	Integrated Print Solutions, Inc	4,031.64	39,979
39980	03/13/2015	NESAM	NE Sammamish Sewer & Water	133.74	39,980
39981	03/13/2015	PSE	Puget Sound Energy	2,472.44	39,981
39982	03/13/2015	SAM	Sammamish Plateau Water Sewer	151.92	39,982
Check Total:				7,158.02	

Accounts Payable

Check Register Totals Only

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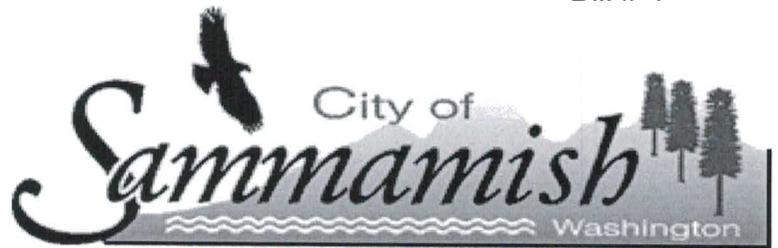


Check	Date	Vendor No	Vendor Name	Amount	Voucher
39983	03/20/2015	CENTLIN2	Century Link	46.58	39,983
39984	03/20/2015	FLEXPLAN	Flex-Plan Services Inc	1,702.66	39,984
39985	03/20/2015	ICMA401	ICMA 401	40,087.71	39,985
39986	03/20/2015	ICMA457	ICMA457	10,631.67	39,986
39987	03/20/2015	IDHW	Idaho Child Support Receipting	326.50	39,987
39988	03/20/2015	PSE	Puget Sound Energy	15,383.33	39,988
39989	03/20/2015	SAM	Sammamish Plateau Water Sewer	843.20	39,989
39990	03/20/2015	WASUPPOR	Wa State Support Registry	490.50	39,990
Check Total:				69,512.15	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
39991	03/25/2015	US BANK	U. S. Bank Corp Payment System	28,325.55	39,991
				<u>28,325.55</u>	
Check Total:				<u>28,325.55</u>	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/1/2015 - 10:59 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
39992	04/07/2015	48NORTH	48 North Solutions, Inc	2,694.84	39,992
39993	04/07/2015	ALDWORTH	Kurt Aldworth	158.60	39,993
39994	04/07/2015	ALTUS	Altus Traffic Management	1,192.90	39,994
39995	04/07/2015	AMEC	AMEC Environment & Infrastructure,	176.90	39,995
39996	04/07/2015	ASPECT	Aspect Consulting LLC	207.22	39,996
39997	04/07/2015	AT&TMOBI	AT&T Mobility	125.95	39,997
39998	04/07/2015	BACKGROU	Background Source Intl	40.00	39,998
39999	04/07/2015	BELLCITY	City Of Bellevue	30,322.00	39,999
40000	04/07/2015	BELZAK	Steve Belzak	73.50	40,000
40001	04/07/2015	BEST	Best Parking Lot Cleaning, Inc	3,044.10	40,001
40002	04/07/2015	BHC	BHC Consultants, LLC	7,540.00	40,002
40003	04/07/2015	BMC	BMC West Corp	355.34	40,003
40004	04/07/2015	BRS	Barker Rinker Seacat Architecture	42,818.15	40,004
40005	04/07/2015	BUILDERS	Builders Exchange of WA	6.05	40,005
40006	04/07/2015	CADMAN	Cadman, Inc.	5,550.61	40,006
40007	04/07/2015	CDW	CDW Govt Inc	3,284.56	40,007
40008	04/07/2015	CENTLIN2	Century Link	65.99	40,008
40009	04/07/2015	CHINOOK	Chinook Lumber	1,665.06	40,009
40010	04/07/2015	CNR	CNR Inc	2,003.85	40,010
40011	04/07/2015	CODEPUB	Code Publishing Inc	140.93	40,011
40012	04/07/2015	DAS	Das Manufacturing, Inc	240.48	40,012
40013	04/07/2015	DEERE	John Deere Landscapes	552.43	40,013
40014	04/07/2015	DELL	Dell Marketing L.P.	3,794.65	40,014
40015	04/07/2015	DEMAND	Demand & Precision Parts	8,550.00	40,015
40016	04/07/2015	DEVINE	Amanda Devine	164.79	40,016
40017	04/07/2015	DONOVAN	Darci Donovan	64.86	40,017
40018	04/07/2015	EASTFIRE	Eastside Fire & Rescue	477,715.75	40,018
40019	04/07/2015	EDWARDSG	Garth Edwards	4,380.00	40,019
40020	04/07/2015	ENGBUS	Engineering Business Systems Inc	4,055.43	40,020
40021	04/07/2015	EVERFORD	Evergreen Ford	49.00	40,021
40022	04/07/2015	EVERSONS	Everson's Econo Vac, Inc.	26,894.76	40,022
40023	04/07/2015	FASTENAL	Fastenal Industrial Supplies	18.88	40,023
40024	04/07/2015	FIREPROT	Fire Protection, Inc.	764.31	40,024
40025	04/07/2015	FLORES	Dawn Flores	37.33	40,025
40026	04/07/2015	GENERATO	Generator Services NW	1,578.19	40,026
40027	04/07/2015	GRAINGER	Grainger	329.94	40,027
40028	04/07/2015	HDFOWL	H. D. Fowler Company	9,911.02	40,028
40029	04/07/2015	HERGERTK	Kathy Hergert	250.00	40,029
40030	04/07/2015	HERMANSO	Hermanson Co LLP	2,462.22	40,030
40031	04/07/2015	HOMEDE	Home Depot	867.22	40,031
40032	04/07/2015	HONDAKU	Issaquah Honda Kubota	464.07	40,032
40033	04/07/2015	HONEY	Honey Bucket	1,047.98	40,033
40034	04/07/2015	IBSEN	IBSEN Towing	198.20	40,034
40035	04/07/2015	INSLEE	Inslee Best Doezie & Ryder P.S.	4,859.00	40,035
40036	04/07/2015	INTEGRA	Integra Telecom	1,648.41	40,036
40037	04/07/2015	ISNW	Industrial Solutions NW LLC	2,254.61	40,037
40038	04/07/2015	ISSAQ1	Issaquah Press, Inc.	352.00	40,038
40039	04/07/2015	ISSCITY	City Of Issaquah	8,652.47	40,039
40040	04/07/2015	JACOBSCH	Christina Jacobsen	500.00	40,040
40041	04/07/2015	JACOBSEN	Jacobs Engineering Group, Inc	5,499.65	40,041

Check	Date	Vendor No	Vendor Name	Amount	Voucher
40042	04/07/2015	KCRADIO	King Cty Radio Comm Svcs	526.69	40,042
40043	04/07/2015	KELLER	Mike Keller	90.85	40,043
40044	04/07/2015	KENYON2	Kenyon Disend PLLC	55,091.06	40,044
40045	04/07/2015	KINGFI	King County Finance A/R	26,069.38	40,045
40046	04/07/2015	KINGTREA	King County Treasurer	690.00	40,046
40047	04/07/2015	KLEINFEL	Kleinfelder, Inc.	7,507.00	40,047
40048	04/07/2015	LUNDE	Devany Lunde	121.79	40,048
40049	04/07/2015	MAILPO	Mail Post	356.97	40,049
40050	04/07/2015	maren	Marenekos Rock Center	560.38	40,050
40051	04/07/2015	MARKSTAA	Markstaar	2,772.57	40,051
40052	04/07/2015	MINUTE	Mike Immel	1,380.65	40,052
40053	04/07/2015	NC MACH	NC Machinery Co	23,016.40	40,053
40054	04/07/2015	NCA	Network Computing Architects Inc	2,695.65	40,054
40055	04/07/2015	NWLSVC	NW Landscape Services of WA LLC	26,354.22	40,055
40056	04/07/2015	NWNUISAN	Willard's Pest Control Company	749.52	40,056
40057	04/07/2015	OLSENDAN	Dane Olsen	82.11	40,057
40058	04/07/2015	PACAIR	Pacific Air Control, Inc	7,059.19	40,058
40059	04/07/2015	PACSOIL	Pacific Topsoils, Inc	2,353.16	40,059
40060	04/07/2015	PIEDMONT	Piedmont Directional Signs	175.00	40,060
40061	04/07/2015	PLATT	Rexel, Inc.	207.77	40,061
40062	04/07/2015	PNWSTMA	PNWSports Turf Mgrs Assoc	50.00	40,062
40063	04/07/2015	QBS	Quality Business Systems	382.13	40,063
40064	04/07/2015	REDMOND	City Of Redmond	32.30	40,064
40065	04/07/2015	SAM	Sammamish Plateau Water Sewer	1,570.00	40,065
40066	04/07/2015	SAMCHAMB	Sammamish Chamber of Commerce	90.00	40,066
40067	04/07/2015	SB&MAC	Stewart MacNichols & Harmell Inc	5,570.00	40,067
40068	04/07/2015	SEALEGAL	Seattle Legal Messenger Services	65.00	40,068
40069	04/07/2015	SOUNDPUB	Sound Publishing, Inc	202.72	40,069
40070	04/07/2015	SPRAGUE	SPRAGUE	270.19	40,070
40071	04/07/2015	STANTEC	Stantec Consulting Services	13,496.09	40,071
40072	04/07/2015	STAPLES	Staples Advantage	1,736.00	40,072
40073	04/07/2015	SUNBELT	Sunbelt Rentals	206.79	40,073
40074	04/07/2015	TAGS	Tags Awards & Specialties	76.65	40,074
40075	04/07/2015	THOMASCY	Cynthia Thomas	250.00	40,075
40076	04/07/2015	THYSSENK	Thyssenkrupp Elevator Corp.	280.15	40,076
40077	04/07/2015	TIMMONS	Timmons Group	585.00	40,077
40078	04/07/2015	TOPTOBOT	Top To Bottom Janitorial, Inc	10,687.06	40,078
40079	04/07/2015	TRANSOLU	Transportation Solutions, Inc	9,953.75	40,079
40080	04/07/2015	ULINE	ULINE	2,477.25	40,080
40081	04/07/2015	VALLEYDE	Valley Defenders PLLC	900.00	40,081
40082	04/07/2015	VANCE	Tom Vance	256.71	40,082
40083	04/07/2015	VOYAGER	Voyager	4,634.92	40,083
40084	04/07/2015	WAASPHAL	Wa Asphalt Pavement Assoc	375.00	40,084
40085	04/07/2015	WATERSH	The Watershed Company	4,752.17	40,085
40086	04/07/2015	WATSONSE	Watson Security	910.03	40,086
40087	04/07/2015	WAWORK	Washington Workwear Stores Inc	938.53	40,087
40088	04/07/2015	WERRE	Lisa Werre	190.55	40,088
40089	04/07/2015	WESSPUR	WesSpur Tree Equipment, Inc.	462.91	40,089
40090	04/07/2015	WESTERNE	Western Entrance Tech LLC	4,630.76	40,090
40091	04/07/2015	WILBUREL	Wilbur-Ellis Company	2,679.45	40,091
40092	04/07/2015	ZUMAR	Zumar Industries, Inc.	243.18	40,092
				896,439.85	
Check Total:					

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
40093	04/07/2015	DEERE	John Deere Landscapes	314.99	40,093
40094	04/07/2015	deSimas	Carl deSimas	32.61	40,094
40095	04/07/2015	EVANS	David Evans & Associates, Inc	2,951.08	40,095
40096	04/07/2015	FASTENAL	Fastenal Industrial Supplies	175.54	40,096
40097	04/07/2015	FISH	Friends of Issaquah Salmon Hat	20,000.00	40,097
40098	04/07/2015	FOLSPARK	Friends Of Lk Sammamish State Park	2,000.00	40,098
40099	04/07/2015	GRAYOS	Gray & Osborne, Inc.	19,001.25	40,099
40100	04/07/2015	HONEY	Honey Bucket	250.00	40,100
40101	04/07/2015	HWA	HWA GeoSciences, Inc	28,956.06	40,101
40102	04/07/2015	ISSCEDAR	Issaquah Cedar & Lumber	43.71	40,102
40103	04/07/2015	KIRKBRIA	Brian Kirkland	66.88	40,103
40104	04/07/2015	MINUTE	Mike Immel	193.61	40,104
40105	04/07/2015	PELLCO	Pellco Construction Inc	17,423.91	40,105
40106	04/07/2015	POA	Pacific Office Automation	290.33	40,106
40107	04/07/2015	SAM	Sammamish Plateau Water Sewer	215.87	40,107
40108	04/07/2015	SUBPROPA	Suburban Propane	70.59	40,108
40109	04/07/2015	SUTTER	Sutter Paving Inc	8,119.00	40,109
40110	04/07/2015	WHPACIFI	WH Pacific, Inc.	15,259.66	40,110
Check Total:				115,365.09	



Meeting Date: April 7, 2015

Date Submitted: April 1, 2015

Originating Department: Public Works

Clearances:

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

Subject: Eastside Fire and Rescue Resolution declaring support for a non-profit formation

Action Required: Approve resolution declaring support for the formation of a non-profit entity

Exhibits: 1.Resolution

Budget: NA

Summary Statement:

Eastside Fire and Rescue (EF&R) is currently working on the formation of a non-profit entity. There are a few obstacles associated with the formation that will require additional investigation. The board would like to see all partners formally declare their support before EF&R staff deploys additional resources on the formation and investigative work. The attached resolution provides the formal declaration of support.

Background:

District 10, one of EF&R's partners, is currently the employer of record for EF&R. There have been concerns expressed by District 10 over the years. During the negotiation of the current Interlocal Agreement, the partners tentatively agreed to form a non-profit corporation that would allow EF&R to be the employer of record. Last year the Operations Committee for EF&R reviewed the various drafted agreements that would be required to form a Non-Profit entity. The documents include an amendment to the exiting Interlocal Agreement, Articles of Incorporation and draft By-Laws. The documents were revised to assure that the terms of the current Interlocal Agreement would be the controlling document.

However, during the review it was discovered that there were a few outstanding issues associated with the formation that needed to be clarified before the formation could be moved forward. Specifically associated with the Department of Retirement and with the IRS. Until such time as these items are resolved the formation of the non-profit cannot move forward. The resolution before the City Council acknowledges the outstanding concerns, and declares Sammamish's support if and when those items are satisfactorily resolved.

Financial Impact: None

Recommended Motion:

Approve Resolution number 2015-xxx declaring Sammamish's support of the formation of a non-profit entity to resolve the employer of record for Eastside Fire and Rescue if and when certain identified unresolved concerns have been addressed.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, DECLARING SUPPORT FOR EASTSIDE
FIRE AND RESCUE'S FORMATION OF A NONPROFIT
CORPORATION**

WHEREAS, the City of Sammamish has been a partner in Eastside Fire and Rescue (EF&R) since incorporation and has enjoyed the benefits of fire protection from that organization since that time; and

WHEREAS, in December 2013, the EF&R partners entered into a revised interlocal agreement (ILA) that continues the EF&R partnership through at least December 31, 2021; and

WHEREAS, RCW 39.34.030 authorizes the EF&R Partners to create a separate legal entity to exercise their joint powers, which entity may include a nonprofit corporation organized pursuant to Chapter 24.06 RCW. In such case, RCW 39.34.030 also requires that the EF&R Partners specify such nonprofit corporation in the ILA for the exercise of joint powers; and

WHEREAS, the EF&R partners have expressed their willingness to organize EF&R as such a non-profit corporation, subject to resolution by the State Department of Retirement Systems and the Internal Revenue Service of outstanding issues regarding the impact on firefighter retirement plans caused by any such reorganization of EF&R as a non-profit corporation; and

WHEREAS, subject to the satisfactory resolution of such issues by the State Department of Retirement Systems and the Internal Revenue Service related to firefighter retirement plans, the EF&R Partners desire to create a nonprofit corporation pursuant to chapter 24.06 RCW and to amend the Interlocal Agreement accordingly to satisfy the requirement of RCW 39.34.030;

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

Section 1. The City Council supports the operation of EF&R as a non-profit corporation organized under RCW 24.06, subject to the satisfactory resolution by the Department of Retirement Systems and the Internal Revenue Service of the outstanding issues regarding firefighter retirement plans.

**PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH,
WASHINGTON AT A REGULAR MEETING THEREOF THIS ____ DAY OF
_____, 2015.**

CITY OF SAMMAMISH, WASHINGTON

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

APPROVED AS TO FORM:

Michael R. Kenyon, City Attorney

Filed with the City Clerk: March 11, 2015

Passed by the City Council:

Resolution No.: R2015-____



Meeting Date: April 8, 2015

Date Submitted: 3/26/2015

Originating Department: Admin Services

Clearances:

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

Subject: A resolution authorizing the City Manager to reimburse city employees for amounts otherwise due under the City's 2014 IRC Section 125 Plan

Action Required: A motion approving the resolution to authorize the City Manager to reimburse city employees for amounts otherwise due under the City's 2014 IRC Section 125 Plan

Exhibits:

1. Resolution
2. November 4, 2014 termination letter
3. November 4, 2014 email from Lisa Hand

Budget: Payment not to exceed \$20,600. Sufficient contingency funds exist to cover these costs.

Summary Statement:

A resolution that, if approved by the City Council, would authorize the City Manager to reimburse City employees for amounts that Administrators Northwest, Inc. (ANI) was contractually obligated to pay under the City's Internal Revenue Code (IRC) Section 125 Plan.

Background:

Between 2003 and 2014, the City of Sammamish had a contract with Administrators Northwest, Inc. (ANI) to administer its IRC Section 125 Plan. Under the plan, City employees may voluntarily sign up to have certain dollar amounts withheld from their paychecks on a pre-tax basis to cover allowable medical and child care expenses throughout the year. Under the contract with ANI, the City transferred the funds withheld from employees' paychecks to ANI, along with a small monthly administrative fee. ANI was responsible for reviewing employees' claims for reimbursement to ensure compliance with IRC guidelines. If the claims for reimbursements are approved, ANI would remit payment to the employee. The 2014 plan terms allow employees to submit costs incurred between January 1, 2014 and March 15, 2015 for reimbursement, provided they submit their claims by June 15, 2015.

The City of Sammamish received good service from ANI for many years. However, the quality of service deteriorated significantly in 2014, so much so that the City decided to enter into a contract with a new service provider, Flex-Plan Services, Inc., to administer the plan for 2015. In November 2014, the City notified ANI of its decision to terminate its relationship with ANI for 2015. In that letter (Exhibit 2), the City laid out its expectations that ANI fulfill its contractual obligations during the close-out of the 2014 contract. ANI responded with an email assuring the City it would fulfill its obligations under the contract (Exhibit 3).

Unfortunately, ANI has not fulfilled its contractual obligations. There are 14 Sammamish employees with remaining 2014 Section 125 balances, totaling \$20,431.16. Many of these employees have submitted claims to which they have not received responses from ANI. Throughout 2014, the City actively reached out to ANI encouraging them to respond to these claims. This worked for a while. It often took several attempts, but eventually ANI would pay the claims. That changed in the fall, when payments stopped. The City of Sammamish and its employees who have submitted claims against their remaining balances have not received any responses from ANI since December.

Based on the advice of the City Attorney, legal action against ANI to compel payment is likely to cost more than the value of the outstanding balances and there is good reason to believe that even if the City was successful, the likelihood that ANI would have sufficient funds or other available assets to satisfy a judgment is slim. Taking these variables into account, the City Manager, based on guidance from the City Attorney, recommends that the City reimburse Sammamish employees who are legitimately due funds under the ANI plan and asks City Council to approve the attached resolution (Exhibit 1) to formalize this direction. The resolution also authorizes the City Manager to cooperate with any state or federal law enforcement investigations into ANI, and to seek restitution from ANI as part of any civil or criminal proceedings instigated against ANI by any law enforcement agency.

Assuming Council approves the resolution, the City will take the following steps to process the remaining claims and protect the City's interests:

- The City's will enter into a contract with its new Section 125 Plan administrator, Flex-Plan Services, Inc., to review employees' outstanding claims for reimbursement under the 2014 plan. Flex-Plan Services is willing to do this work for the City of Sammamish for a modest fee of \$10 per employee, provided that each employee submits its receipts for reimbursement under a single claim. This review will allow the City to ensure that what is approved for reimbursement meets IRC guidelines, while protecting employees' privacy.
- As a condition of such reimbursement, the City will require employees to execute an agreement in a form acceptable to the City Attorney acknowledging that (a) the Section 125 balances they provided the City are accurate (b) that such reimbursement by the City fully satisfies ANI's obligation toward such employee, and (c) assigning to the City any restitution paid to the employee by or on behalf of ANI in the future. Employees with balances for which they are not seeking reimbursement will be asked to sign a release indicating they do not wish to make a claim and that they release the City from any future obligation for payment.

Financial Impact:

City employees have outstanding balances for 2014 claims under the Section 125 plan of \$20,431.16. The City estimates that it will cost an additional \$140.00 for Flex-Plan Services, Inc., to review the claims. Therefore, the maximum financial outlay as a result of this resolution is just under \$20,600. However,

employees may not claim the full amounts. So, it is possible that the final payment will be less. The City has sufficient contingency funds in the 2015/2016 budget to accommodate these costs.

Recommended Motion:

A motion approving the resolution authorizing the City Manager reimburse City employees for amounts otherwise due under the City's 2014 IRC Section 125 Plan.

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

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO
REIMBURSE CITY EMPLOYEES FOR AMOUNTS OTHERWISE
DUE UNDER THE CITY'S 2014 IRC SECTION 125 PLAN**

WHEREAS, the City since 2003 had contracted with Administrators Northwest, Inc. ("ANI") to serve as the Plan Service Provider for the City's IRC Section 125 health care and child care expense reimbursement plan ("Plan"); and

WHEREAS, City staff had periodically inspected and reviewed ANI, and ANI for many years had provided excellent service to the City; and

WHEREAS, ANI has ceased to timely or properly process certain reimbursement requests submitted by City employees, and is now in default of its contract with the City; and

WHEREAS, City employees wishing to participate in the Plan were required to utilize ANI in order to participate in the Plan, contributed their own funds to ANI for processing and reimbursement in accordance with the law, and could make claims against the City for ANI's failure to properly make such reimbursement as required under the Plan and federal law; and

WHEREAS, the City investigated the potential of suing ANI for breach of contract, and concluded that the cost of a successful lawsuit would materially exceed the amount of recovery from ANI, and further concluded that ANI is unlikely to have assets sufficient to satisfy judgment in the City's favor; and

WHEREAS, the City has executed a contract with a new and reputable Plan Service Provider to handle the 2015 plan and that provider is willing to review the outstanding 2014 reimbursement claims for compliance with federal law;

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

Section 1. City Manager Authorization. The City Council hereby authorizes the City Manager to expend City funds in an amount not to exceed \$20,600 to reimburse City employees to whom ANI failed to make proper reimbursement payments as required by ANI's contract with the City to serve as the Plan Service Provider for the City's IRC Section 125 Plan. As a condition of such reimbursement, any affected City employee must first execute an agreement in a form acceptable to the City Attorney acknowledging that (a) the Section 125 balances they provided the City are accurate (b) that such reimbursement by the City fully satisfies ANI's obligation toward such employee, and (c) assigning to the City any restitution paid to the employee by or on behalf of ANI in the future.

Exhibit 1

The City Manager is further authorized to cooperate with any state or federal law enforcement investigations into ANI, and to seek restitution from ANI as part of any civil or criminal proceedings instigated against ANI by any law enforcement agency.

The City Manager and the Deputy City Manager have specifically recommended that the City Council adopt this Resolution. In accordance with the ICMA Code of Ethics and high standards of professionalism, the City Manager and Deputy City Manager accordingly elect not to participate in the reimbursement plan authorized herein.

Section 2. Effective Date. This Resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF APRIL, 2015.**

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

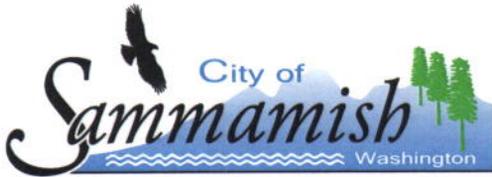
Melonie Anderson, City Clerk

Approved as to form:

Mike Kenyon, City Attorney

Filed with the City Clerk: March 25, 2015
Passed by the City Council:
Resolution No.: R2015-____

Exhibit 2



801 228th Avenue SE, Sammamish, Washington 98075-9509
Phone: 425-295-0500 • Fax: 425-295-0600 • www.sammamish.us

November 4, 2014

Lisa MM Hand, Manager
Administrators Northwest, Inc.
14339 Keil Road NE
Aurora, Oregon 97002

Dear Ms. Hand,

I am writing to inform you that the City of Sammamish intends on terminating our contract with Administrators Northwest, Inc. (ANI) at the end of the current plan year – December 31, 2014. In keeping with the terms of our contract with ANI, we expect ANI to honor all terms of the existing contract, including:

- the timely processing of claims for service made by participating employees through the 2014 grace period ending on March 15, 2014 (meaning 2014 claims may be submitted as late as June 15, 2015);
- the timely closeout of the plan, including the accounting, reconciliation and remittance to the City of any remaining balances after June 15, 2015; and
- compliance with Federal rules and mandates covering the administration, reporting and close-out of Section 125 plans.

The City of Sammamish will continue to honor the \$6.00 per participant per plan month (PPPM) for any month that a Sammamish employee carries a balance beyond January 1, 2015 through June 15, 2015. In order to do this, we expect ANI to provide by the 15th of each month a list of which employees have a balance. We will remit our monthly PPPM based on that list.

Thank you for the service that ANI has provided to the City of Sammamish.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Goldberg".

Beth Goldberg
Director, Administrative Services

cc: Mike Kenyon, Kenyon Disend
Lyman Howard, Deputy City Manager
Jodee Bass, Finance Specialist II

Exhibit 2

Exhibit 3

From: [Lisa Hand](#)
To: [Beth Goldberg](#)
Cc: [Mike Kenyon](#); [Lyman Howard](#); [Jodee Bass](#)
Subject: Re: Contract Termination
Date: Tuesday, November 4, 2014 1:05:06 PM

Beth

We will get the details for plan year close out with grace period to you shortly.

Thank you

Lisa

Sent from my iPhone

LMMH

On Nov 4, 2014, at 12:21, Beth Goldberg <BGoldberg@sammamish.us> wrote:

Dear Ms. Hand,

Please find the attached letter informing ANI of the City of Sammamish's intent to terminate its contract with ANI at the end of the current contract term – December 31, 2014. A hard copy of this letter is being mailed to you via certified mail.

Thank you for your service to the City of Sammamish.

Sincerely,

Beth Goldberg

Director, Administrative Services

City of Sammamish

bgoldberg@sammamish.us

p. 425.295.0510

f. 425.295.0600

Please be aware that email communication with Council Members or City staff is a public record and is subject to disclosure upon request.

<ANI Contract 11-04-14.pdf>

Exhibit 3



Meeting Date: April 7, 2015

Date Submitted: March 31, 2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Resolution to appoint members to the 2015-16 Sammamish Youth Board

Action Required: Approve resolution appointing the 201516 Youth Board members

Exhibits: 1. Resolution

Budget: Less than \$5,000 annually

Summary Statement:

The City of Sammamish is committed to providing a voice for local youth and teens. The Sammamish Youth Board (SYB) was developed to be that voice and give youth a chance to give back to the community through a variety of service projects.

A total of 54 area youth applied for positions on the 2015-16 Youth Board. All applications were reviewed and evaluated by the seven-member leadership committee of the current Youth Board and a member of the staff.

Due to the high quality and sincere interest of this year's applicants, the recommendation from the review team is to accept all applicants. This includes the current members who reapplied (a total of 32 applicants) and all 22 new applications.

Background:

In the spring of each year, the City Council appoints new SYB members for the upcoming school year. The size of the SYB board varies each year, but usually ranges from 50 to 70 members. The large size of the SYB allows the group to tackle a wide range of service projects each year. Some of these projects include adopt-a-road clean ups, local trail restoration and food distribution to those in need.

The SYB also includes a leadership team elected annually. Leadership positions include the Chair, Co-Chair, Secretary, City Liaison, Community Service Chair and Programs Chair.

Here is a brief overview of SYB demographics for the 2015-16 school year:

Zip Code

26 98075 - Sammamish
 22 98074 - Sammamish
 6 98029 - Klahanie

School

26 Skyline High School
 13 Eastlake High School
 3 Redmond High School
 3 Tesla STEM High School
 2 Interlake High School
 1 Eastside Catholic
 1 Inglewood Middle School
 1 International Community School
 1 Lakeside Upper School
 1 Redmond Middle School
 1 Renaissance School of Art & Reasoning
 1 The Overlake School

School District

26 Issaquah School District
 23 Lake Washington School District
 3 Private Schools
 2 Bellevue School District

Financial Impact:

The operational budget for the SYB is comprised of funds from the Recreation division, Youth Board fundraising efforts and program fees. The budget for youth board activities is less than \$5,000 annually.

Recommended Motion:

Approve the resolution and appoint the recommended Sammamish youth and teens to the 2015-2016 Sammamish Youth Board.

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

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY
OF SAMMAMISH, WASHINGTON APPOINTING
MEMBERS TO THE SAMMAMISH YOUTH BOARD**

Whereas, The City of Sammamish, Washington recognizes that positive interaction with youth is important to the quality of life of a community, and is an important investment in the future of the city; and,

Whereas, the views of youth are important to the City of Sammamish and its citizens; and,

Whereas, in order to fully utilize the valuable resources available in the youth of the City and in order to best equip the City to be able to address problems, concerns and needs of the youth of the City, it is appropriate to establish a Youth Board for the City; and,

Whereas, the Sammamish Youth Board should consist of youth and teen residents of the City of Sammamish and should represent a broad interest of the youth of our city; and,

Whereas, the City Council adopted Resolution 2001-74 forming a Sammamish Youth Board; and,

Whereas, Youth Board members and staff received and reviewed over fifty applications from motivated and highly interested youth; and,

Whereas, the Youth Board Task Force recommended that the City Council appoint the following 54 students to the 2015-2016 Sammamish Youth Board:

Caia Bornfreund	Renaissance School of Art and Reasoning	8 th Grade
Nishu Chakrapani (returning)	Skyline High School	10 th Grade
Christopher Chen (returning)	The Overlake School	11 th Grade
Lana Cho	Eastlake High School	11 th Grade
Vianna Christianson (returning)	Skyline High School	12 th Grade
Connor Ehlers (returning)	Eastlake High School	11 th Grade
Manan Gandhi	Skyline High School	10 th Grade
Amol Garg	Skyline High School	10 th Grade
Linda Gong	Interlake High School	11 th Grade
Kunal Gupta (returning)	Skyline High School	11 th Grade
Elle Holzhauer (returning)	International Community School	11 th Grade
Julia Hong (returning)	Skyline High School	10 th Grade

Exhibit 1

Shirley Hu (returning)	Skyline High School	9 th Grade
Anthony Humay	Eastlake High School	12 th Grade
Adil Islam	Skyline High School	10 th Grade
Siddhant Jain (returning)	Eastlake High School	11 th Grade
Colin James (returning)	Eastlake High School	11 th Grade
Tia Jin	Skyline High School	12 th Grade
Mike Jors (returning)	Eastlake High School	12 th Grade
Rayan Krishnan (returning)	Tesla STEM High School	9 th Grade
Aparna Kuchibhatla	Inglewood Middle School	8 th Grade
Erika Kumar (returning)	Skyline High School	11 th Grade
Ryan Landry	Eastside Catholic	11 th Grade
Alison Langer (returning)	Skyline High School	9 th Grade
Alexis Langer (returning)	Skyline High School	10 th Grade
Eunia Lee	Eastlake High School	11 th Grade
Erich Liang (returning)	Interlake High School	11 th Grade
Sabrina Loos	Skyline High School	11 th Grade
Emma McGregor	Skyline High School	10 th Grade
Sabreen Mohammed (returning)	Tesla STEM High School	12 th Grade
Gautam Narayan (returning)	Skyline High School	10 th Grade
Jason Orr (returning)	Eastlake High School	12 th Grade
Ishira Parikh	Skyline High School	11 th Grade
Claire Perez (returning)	Eastlake High School	12 th Grade
Prithvi Ranjan (returning)	Lakeside Upper School	10 th Grade
Atul Rao	Redmond Middle School	8 th Grade
Sara Reed	Skyline High School	11 th Grade
Trevor Rogerson (returning)	Skyline High School	12 th Grade
Ashley Sand	Eastlake High School	9 th Grade
Mihir Sardesai	Redmond High School	9 th Grade
Tanaya Sardesai (returning)	Redmond High School	11 th Grade
Jack Senegor (returning)	Eastlake High School	12 th Grade
Kaylee Sheffels (returning)	Eastlake High School	11 th Grade
Afeef Sheikh (returning)	Redmond High School	11 th Grade
Angela Shi	Skyline High School	10 th Grade
Vidhi Singh (returning)	Skyline High School	12 th Grade
Riley Staggs	Skyline High School	9 th Grade
Camryn Staggs (returning)	Skyline High School	12 th Grade
Shelby Sullivan	Skyline High School	12 th Grade
Heliqiong Sun	Skyline High School	10 th Grade
Elias Toussaint (returning)	Tesla STEM High School	12 th Grade
Tessa Woerner (returning)	Eastlake High School	10 th Grade
Komal Yadav (returning)	Skyline High School	11 th Grade
Cindy Zhao (returning)	Skyline High School	10 th Grade

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

Section 1. Formation of a Sammamish Youth Board: The City Council hereby appoints the above members to the Sammamish Youth Board.

Section 2. Term: Under Resolution R2001-74 all members serve one-year terms beginning September 1. Members are encouraged to reapply for multiple service terms.

Section 3. Severability: Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2015.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Resolution No.: R2015 - ____

Exhibit 1



Meeting Date: April 7, 2015

Date Submitted: 3/31/2015

Originating Department: Public Works

Clearances:

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

Subject: Public Works Standards Update

Action Required: Authorize the City Manager to execute a contract with Tetra Tech Inc. for assistance in updating the Interim Public Works Standards.

Exhibits: Contract and Scope with Tetra Tech, Inc.

Budget: This contract would spend up to \$40,000 in the Public Works Streets (101-000-542-10-41-00), Surface Water (408-000-531-32-41-00) and General Funds (001-040-542-10-41-00) under Professional Services, to be distributed evenly.

Summary Statement:

Public Works has selected Tetra Tech Inc. to assist in updating the Interim Public Works Standards (PWS).

Background:

The current Interim PWS were adopted on April 19, 2000 by Ordinance No. O2000-60. Significant growth in development, density and population since adoption has made it difficult for staff and the public to adhere to them. As a result, substantial time and resources are spent requesting and granting variances to the Standards. Staff is currently working to update the PWS with the following goals in mind:

- Improve document organization and format
- Improve document clarity and internal consistency
- Update the PWS to be consistent with City Council direction
- Update the PWS to provide clarification based on Hearing Examiner Feedback
- Maintain compatibility with regional, State and Federal regulations

WHPacific was hired in September, 2013 to assist Public Works in updating the PWS. The Consultant created a Table of Contents, drafted an introductory chapter and surveyed staff on key components requiring significant revisions. However, WHPacific has since experienced a major loss of key personnel, including the Project Manager for this project. Public Works expressed its concerns to WHPacific regarding their capacity to complete the scope of work. It was mutually agreed upon to terminate their \$40,000 contract, of which they spent approximately \$8,000.

Public Works has selected Tetra Tech to complete the PWS update project. The Department has decided to take a different strategy by using the City of Shoreline's Standards as the template. Some of the material that WHPacific created will still be utilized.

Financial Impact:

The adopted 2013-2014 Streets, Storm Water and General Fund Professional Services line items includes \$40,000 for this project. The balance that was not spent on the WHPacific contract (\$32,000) will be carried over into 2015. The additional \$8,000 will be covered by efficiencies within those respective line items in 2015.

Recommended Motion:

Authorize the City Manager to execute the attached contract with Tetra Tech, Inc. not to exceed \$40,000.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Tetra Tech Inc

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$40,000

Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending October 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

Exhibit 1

7. Insurance.

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Verification of Coverage

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

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

Exhibit 1

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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

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

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

Company Name Tetra Tech Inc.
Contact Name Chuck Purnell, PE, PMP
Street Address 400 112th Ave NE, Suite 400
City, State Zip Bellevue, WA 98004
Phone Number 425-635-1000
Email chuck.purnell@tetrattech.com

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT: TETRA TECH INC

By: _____

By: Charles J. Purnell

Print Name: _____

Print Name: Charles J. Purnell, PE, PMP

Title: City Manager

Title: Senior Engineer, Civil Resources MGR

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

Scope of Services

The Consultant shall assist Public Works and other departments in the update of the City's Interim Public Works Standards, which includes detailed drawings. The format and content needs to be revised to improve clarity and make it easier for the public and City staff to use. Services are expected to include providing Project Management, administration, technical writing and support, and communications support. The Project duration is anticipated to be 6 months through City Council Adoption.

The following tasks and deliverables are anticipated to include:

Task 1 – Project Management

The Consultant is responsible for providing Project Management services including tracking and monitoring the project scope, schedule, budget and risk register; conducting QA/QC of each deliverable, attend regular team meetings and provide meeting notes. Invoices shall be submitted monthly and include a status report that describes the work completed and budget spent during the invoice period by task, and planned work for the upcoming month. The status report will also include identification of any issues that may impact the schedule or budget. The Consultant will keep an updated list of key issues and questions and corresponding decisions.

Assumptions

- Project Team meetings will be held on alternating weeks and be attended by an average of two consultant team members. The Project Managers will have a short check in by phone on weeks when the team is not meeting.
- Consultant will prepare all meeting materials and send them to the project team 2 days in advance.

Deliverables

- Project Schedule
- QA/QC Documentation
- End of the Week Communication
- Team meeting notes delivered electronically
- Monthly invoices and status reports
- Updated issue, change and decision logs
- Maintenance of project files

Task 2 – Document Review

The City intends to rely heavily on Shoreline's Engineering Development Manual and Standard Plans in addition to City stakeholders' specific requests for changes to Sammamish's Interim Public Works Standards. The Consultant shall review the Sammamish and Shoreline's Public Works Standards and other related documents, and meet with staff to develop recommendations for changing the format and content to improve clarity and make it easier to use.

Assumptions

City will provide written comments from various stakeholders and make appropriate staff available to meet and discuss desired changes

Deliverables

Meeting notes

Exhibit 1

Task 3 – Revising the Public Works Standards

The Consultant will make recommendations regarding updating the standards and facilitate the feedback and desired changes including revising the technical content and standard drawings.

Deliverables

- Three electronic drafts and one final printed copy
- List of key issues, questions and decisions

Task 4 – Communications Support

The Consultant may be requested to develop and produce material (PowerPoint) to present to the Council, Planning Commission or public meetings, as needed.

Assumptions

Prepare and attend two Planning Commission Meetings and two Council meetings.

Deliverables

PowerPoint presentations – up to two total

Exhibit 1

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

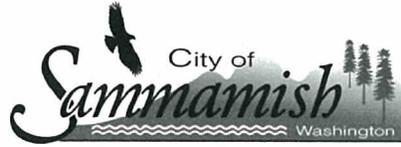
Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

_____ Corporation

_____ Partnership

_____ Government Consultant

_____ Individual/Proprietor

_____ Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)



Meeting Date: April 7, 2015

Date Submitted: April 1, 2015

Originating Department: Public Works

Clearances:

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

Subject: 2014 Stormwater Repairs

Action Required: Authorize the City Manager to award and execute a contract with Iron Creek Construction LLC for construction of the 2014 Stormwater Repairs Project.

Exhibits: Bid Summary

Budget: \$250,000 (Account No. 438-413-595-40-63-00)

Summary Statement:

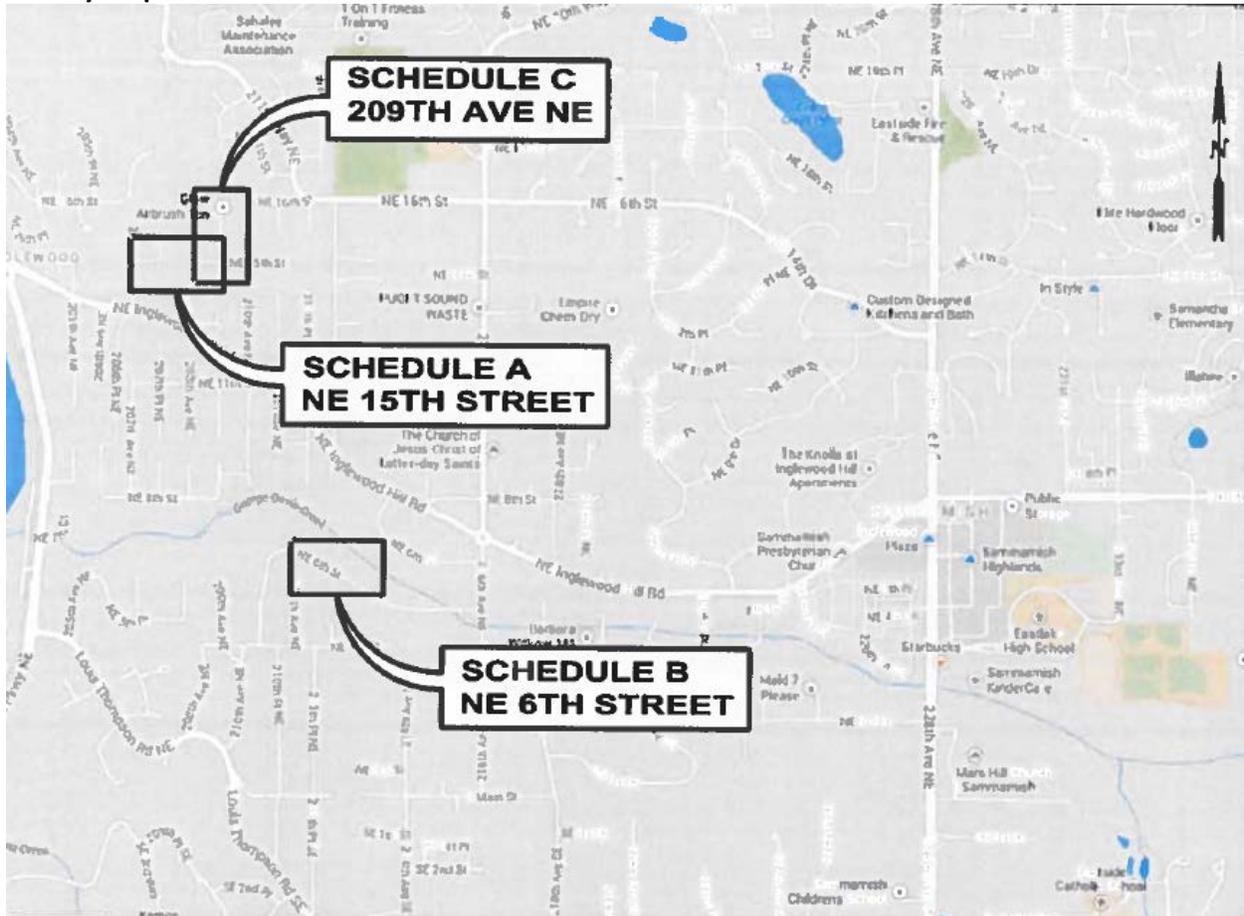
The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with Iron Creek Construction LLC, the lowest responsible bidder for construction of the 2014 Stormwater Repairs.

Background:

This is a project to repair localized failing storm sewer pipe systems. A vicinity map is on the following page. These systems were originally installed in the late 1970's. Two locations have pipes that have separated and flow is no longer draining through the pipe (Schedule A and C), one location is trench backfill that has settled and is causing roadway and driveway settlement.

This project was advertised last year in the middle of the construction season. We received zero bid submittals. Rather than try to rebid last year which would have extended the project late into the wet season, staff decided to postpone the project and re-advertise at the beginning of the construction season in 2015. This project was rebid this March resulting in much more interest by contractors and more favorable bids.

Vicinity Map



Financial Impact:

The engineer’s estimate for this project was \$176,000. The lowest bid was eleven percent lower than the engineer’s estimate. This project is budgeted through the Drainage Capital Resolutions fund. The anticipated cost of this project is within the budgeted amount.

Account No. 438-413-595-40-63-00	\$ 250,000.00
Low Bid	\$ 156,044.50
Construction Contingency (~10%)	\$ 15,600.00
Remaining Funds	\$ 78,355.50

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with Iron Creek Construction, LLC for the construction of the 2014 Stormwater Repairs project in an amount of \$156,044.50 and to administer a construction contingency in the amount of \$15,600.00.

Exhibit 1



Meeting Date: April 7, 2015

Date Submitted: March 31, 2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Evans Creek Preserve Phase II: Washington Trails Association Contract Amendment

Action Required: Authorize the City Manager to sign a contract amendment with the Washington Trails Association to continue constructing backcountry trails as part of the Evans Creek Preserve Phase II project.

Exhibits:

1. Contract Amendment
2. Original Contract
3. Site Plan

Budget: \$25,000 is allocated in the 2015-16 Parks CIP for Evans Creek Preserve trail development. \$126,500 is allocated in the 2015-16 CIP budget in the capital contingency reserve.

Summary Statement:

Washington Trails Association (WTA) was awarded a contract on December 2, 2014 for trail construction services at Evans Creek Preserve. WTA recently informed the City that they have an opening on their spring calendar for additional trail work parties. We would like to take advantage of this opportunity as it will allow us to complete the second loop of the hillside trail system (see attached Site Plan).

Under this contract amendment, WTA will facilitate 6 additional work parties at Evans Creek Preserve in May 2015. The cost for the 6 additional work parties is \$3,900. This contract amendment is required to secure our spot on the WTA work calendar this spring.

Background:

The original scope of work for the 2015 WTA contract included 24 work parties or approximately 2,400 volunteer hours. This phase of development, also known as Phase II, is focused on construction of the second loop of the hillside trail system. It was not anticipated, however, that WTA would be able to fully complete the second loop under the original contract. We assumed the remaining trail sections would be constructed in 2016 by City volunteers. Funding for the 6 additional work parties under this contract amendment, however, will allow us to fully complete the second loop of the hillside trail system in 2015.

The hillside trails are located on the southern slopes of the Preserve where the terrain is steep and challenging. Building these trails requires design and technical expertise to ensure safe pedestrian access and longevity of the built trail system. It is preferable that this section of trail be completed under the direction of WTA.

These sections of trail are not easily accessible and require the use of light mechanical equipment such as tracked buggies to deliver building materials to the project site. Building materials and rental equipment represent an additional project cost and are further described in the Financial Impact section below.

To date, WTA has built approximately one mile of new trails and constructed one bridge and several trail support structures as part of the Phase II development. (This is in addition to the 2.5 miles of trails already constructed by WTA during Phase I!)

WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized to construct trails as part of the Phase I development at Evans Creek Preserve. WTA also participated in construction of the trails at Beaver Lake Preserve.

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

Project Background/Overview:

Evans Creek Preserve is a City-owned preserve located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre property for \$1.5 million in 2000. With the addition of the Sahalee properties purchased in 2013, the site now totals approximately 206 acres.

A Master Plan Process was conducted from May to September 2009 and adopted by the City Council on September 15, 2009. Soon after the master plan was adopted, city staff began work on the Phase I development. The park opened to the public on October 22, 2011 and staff have continued to partner with local non-profit organizations to complete additional restoration projects.

Financial Impact:

\$25,000 is allocated in the 2015-16 Parks CIP budget for trail development at Evans Creek Preserve. This funding was set aside for WTA work parties. \$126,500 is allocated in the 2015-16 CIP budget in the capital contingency reserve.

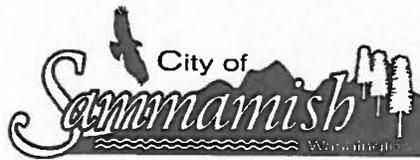
The original contract with WTA is \$18,200 and the contract amendment is \$3,900 bringing the total 2015 contract amount to \$22,100. Additional costs are incurred for trail building materials (gravel, lumber etc.) and rental equipment (compactors, motorized wheel barrows etc.) The estimated building material and rental equipment cost for the project is \$8,000, bringing the total 2015 project cost to \$30,100. Here is the breakdown:

	<u>Original Contract</u>	<u>Addendum</u>	<u>Total</u>
WTA	\$18,200	\$3,900	\$22,100
Material/Equipment	<u>\$6,800</u>	<u>\$1,200</u>	<u>\$ 8,000</u>
Total	\$25,000	\$5,100	\$30,100

The total project amount exceeds the original project budget of \$25,000, therefore council authorization is needed to utilize \$5,100 of the parks capital contingency fund to complete this work.

Recommended Motion:

Authorize the City Manager to execute Contract Amendment #1 with the Washington Trail Association in the amount of \$3,900 and to allocate \$5,100 from the Parks Capital Reserve Fund for completion of the second loop of the hillside trails at Evans Creek Preserve.



SUPPLEMENTAL AGREEMENT

Amendment Number: 1	Date: March 10, 2015
Project: Evans Creek Preserve Phase II	City Project number N/A
Consultant: Washington Trails Association	Contract Number: C2014-172

The City of Sammamish desires to amend the agreement with Washington Trails Association for the continuation of trail construction services at Evans Creek Preserve. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

- I. Add six (6) trail construction work parties to the original contract.
- II. Additional work parties will be scheduled in May 2015.

PAYMENT shall be amended in accordance with the consultant cost determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Net Change This Amendment	Estimated Contract Total After Change
<u>\$ 18,200.00</u>	<u>\$ 18,200.00</u>	<u>\$ 3,900.00</u>	<u>\$ 22,100.00</u>
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <hr style="width: 100%;"/> WTA Executive Director </div> <div style="text-align: center;"> <u>3-12-15</u> Date </div> </div>		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Approved: <hr style="width: 100%;"/> City of Sammamish </div> <div style="text-align: center;"> <hr style="width: 100%;"/> Date </div> </div>	

Exhibit 1

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Washington Trails Association

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

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

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

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

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

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

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " "

 X A sum not to exceed \$18,200.00

 Other (describe): _____

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

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

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

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

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

Exhibit 2

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

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

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

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Other Insurance Provisions

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

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

Exhibit 2

Verification of Coverage

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

8. Record Keeping and Reporting.

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

Exhibit 2

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

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

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

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

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

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

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

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: *Lyman Howard*

By: *Karen Daubert*

Print Name: Lyman Howard

Print Name: Karen Daubert

Title: Deputy City Manager

Title: Director

Date: 12/4/2014

Date: 11-17-14

Attest/Authenticated: *Melanie Anderson*
City Clerk

Approved As To Form: *Howard Ky*
City Attorney

EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trail at Evan's Creek Preserve as part of phase II improvements.

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

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

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of \$650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 2400 hours in 2015 (24 work parties).

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

Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 05/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Canfield 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation AUTOMOBILE LIABILITY American Alternative Insurance Corporation
INSURED	
WA Trails Association 705 2nd Ave, Ste 300 Seattle, WA 98104	PROPERTY American Alternative Insurance Corporation RSUI Group, Inc. MISCELLANEOUS PROFESSIONAL LIABILITY

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	PER OCCURRENCE PER MEMBER AGGREGATE PRODUCT-COMP/OP PERSONAL & ADV. INJURY ANNUAL POOL AGGREGATE	\$5,000,000 \$10,000,000 \$5,000,000 \$5,000,000 \$50,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
PROPERTY					
	N1-A2-RL-0000013-06	06/01/2014	06/01/2015	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL POOL AGGREGATE	\$55,000,000 EXCLUDED EXCLUDED NONE
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
MISCELLANEOUS PROFESSIONAL LIABILITY					
		06/01/2014	06/01/2015	PER CLAIM ANNUAL POOL AGGREGATE	
(LIABILITY IS SUBJECT TO A SIR PAYABLE FROM PROGRAM FUNDS)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

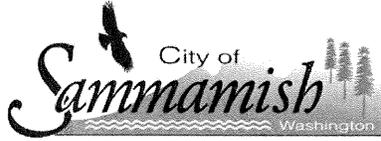
Regarding trail maintenance work. The City of Sammamish is named as Additional Insured regarding this contract only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Sammamish 801 228th Ave SE Sammamish, WA 98075	

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

- Corporation
- Partnership
- Government Consultant
- Individual/Proprietor
- Other (explain) 501(c)3 nonprofit

TIN No.: 91-0900134

Social Security No.: _____

Print Name: Marjorie Kittle for WTA

Title: Director of Finance and Operations

Business Name: Washington Trails Association

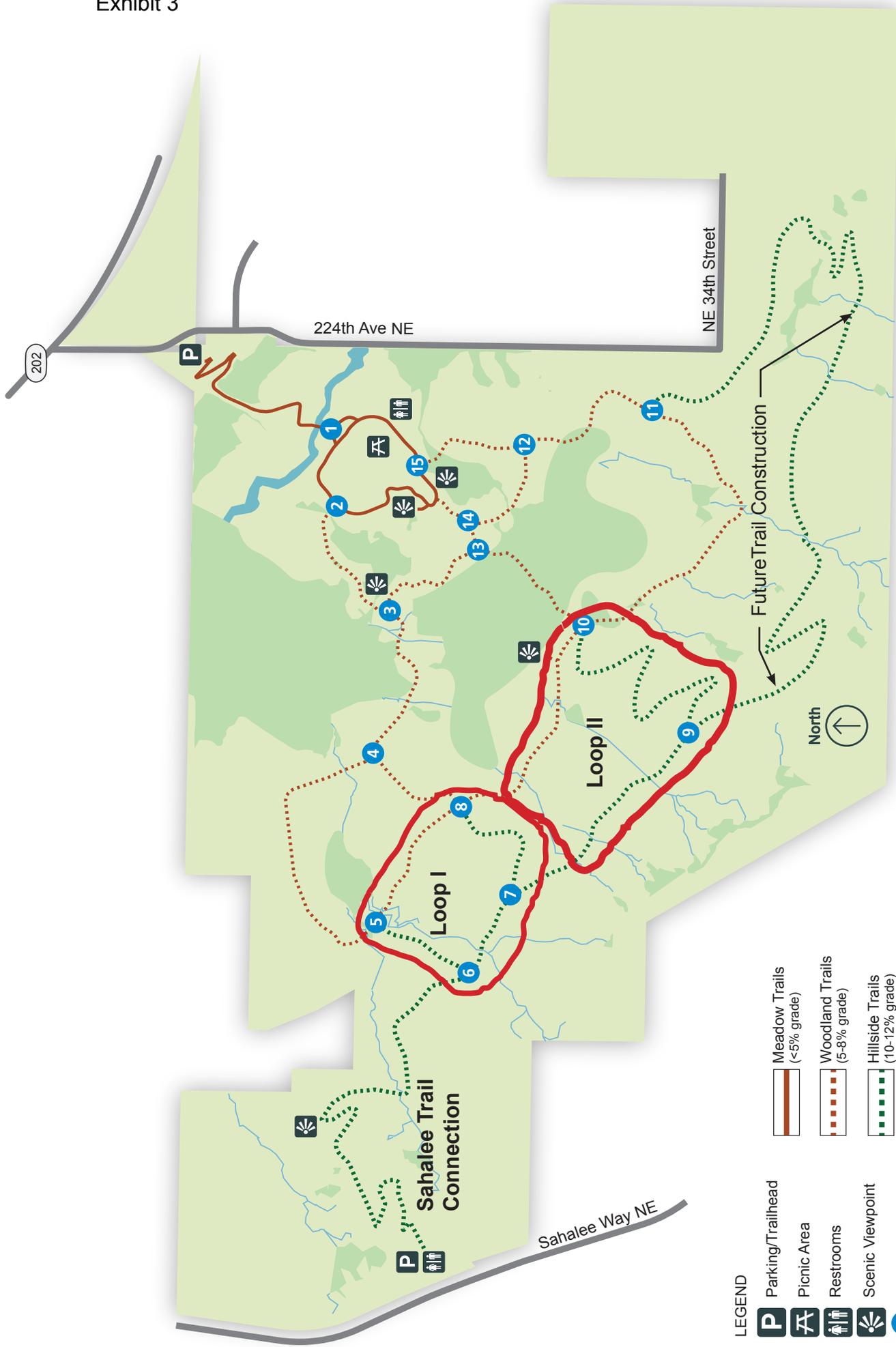
Business Address: 705 2nd Avenue Suite 300 Seattle WA 98104

Business Phone: (206) 625-1367

11/17/14
Date

Authorized Signature (Required)

Exhibit 2



- LEGEND**
- Parking/Trailhead
 - Picnic Area
 - Restrooms
 - Scenic Viewpoint
 - Intersection Indicator
 - Meadow Trails (<5% grade)
 - Woodland Trails (5-8% grade)
 - Hillside Trails (10-12% grade)

Exhibit 3



City Council Agenda Bill

Meeting Date: April 7, 2015

Date Submitted: 4/1/2015

Originating Department: Parks and Recreation

Clearances:

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

Subject: Purchase of two Synthetic Turf Field Sweepers

Action Required: Authorize the City Manager to approve the purchase of two TurfCare TCA 1400 Synthetic Turf Field Sweepers.

Exhibits:

1. Bid Tab
2. Equipment Cutsheet

Budget: \$22,000 is allocated in the 2015 Park Resources budget for machinery and equipment.

Summary Statement:

This authorization is for the purchase of two replacement synthetic turf field sweepers for use at Eastlake High School and Skyline High School. Turf sweepers are used on the community sports fields to perform daily maintenance including cleaning the fields and grooming the turf. The sweepers also function to de-compact the turf, a maintenance task necessary to ensure the ongoing safety of the fields.

The current sweepers were purchased in 2006 and are at the end of their useful life. The cost of continuing to repair the units exceeds the cost of replacing the units.

A request for quotes was issued for the TurfCare TCA 1400 sweepers in March 2015. A total of three companies responded and Sport Install, LLC was the lowest responsive and responsible bidder.

Background:

The City of Sammamish, in partnership with both the Lake Washington and Issaquah School Districts, cooperatively developed synthetic turf fields in 2005 and 2006, respectively. The partnership agreement with both Districts calls for routine maintenance to be performed and managed by the City. Although we contract for the majority of the maintenance on these fields, it is our responsibility to provide the contractor with the field sweepers. The field sweepers are stored on-site at both schools.

The majority of the maintenance performed on the synthetic turf fields involves the use of these tow behind sweeper units to clean the fields, groom the turf fibers and “fluff” the infill. Proper grooming and sweeping of the fields helps extend the life of the fields and ensures a safe playing surface.

Financial Impact:

\$22,000 is allocated in the 2015 Parks Resource budget for machinery and equipment. The total cost to purchase two field sweepers is \$16,690. The prices includes tax and shipping.

Recommended Motion:

Authorize the City Manager to purchase two TurfCare TCA 1400 Synthetic Turf Field Sweepers in the amount of \$16,690.

Bid Tabulation
City of Sammamish
Department of Parks and Recreation

Project: Sports Turf Sweeper Purchase (Community Sports Fields)
Date: 03/26/15

Bidder	Total bid*
SMG Equipment, LLC	\$17,509.05
Sport Install, LLC	\$16,690.00
Astro Turf	\$18,240.00

The apparent low bidder is : Sport Install, LLC

*Includes tax and shipping

Exhibit 1

TurfCare TCA1400

For the cleaning and maintenance of sand and rubber filled artificial turf surfaces

The ground driven TurfCare TCA1400 from SMG cleans and maintains the surface of sand and rubber filled synthetic turf pitches. The wheel drive makes the equipment independent from any hydraulic or power shaft drives. Therefore the TurfCare can be pulled by various vehicles such as small compact tractors or quads.



The rotary brush straightens up the turf fibres and in the same process, gathers up all kind of dirt particles. The working depth can be precisely set and locked via two adjusting spindles. The two screens act as dirt trays. The vibrating screen can be precisely adjusted with variable settings from 4 - 10 mm depending on the degree of pollution and the grid size of the infilling material.

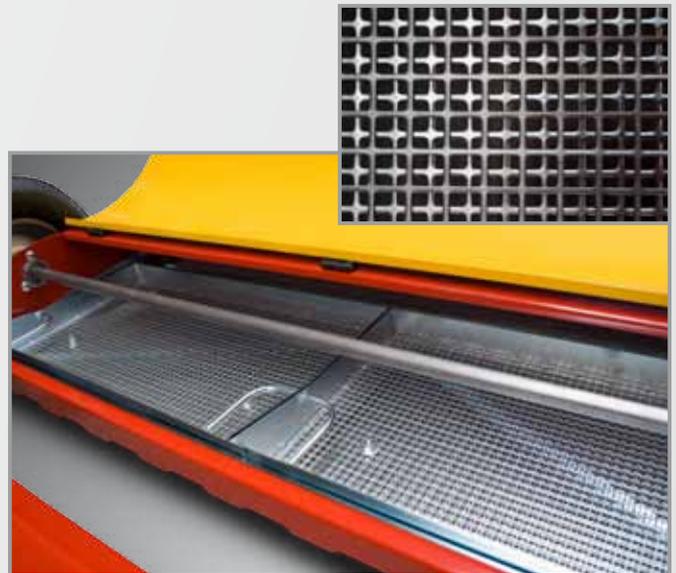
For the pass of narrow doorways the two transport rollers can be folded out and the tow bar can be raised up. A trailing brush row levels the infilling material and with a gentle action, lightly works it back into the artificial turf.



Drag brush row and draw bar can be fold up



Adjusting spindles for working depth and tow bar



Vibrating screen continuously adjustable from 4 - 10 mm



Fold-out transport rollers for transverse drive



Tines for the gentle loosening of the infill material

Recommended accessories for TCA 1400



FloorTest FT50
Page 87



Leaves blower
Page 86



Gloves
Page 89

Chassis	Laser-cut steel frame construction, plastic-coated
Working Width	1.400 mm
Weight	170 kg
Dimensions	L 1.800 x W 1.800 x H 550 mm

Subject to technical alterations



Meeting Date: April 7, 2015

Date Submitted: 3/31/2015

Originating Department: Public Works

Clearances:

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

Subject: Mitigation and Settlement Agreement - Plat of Kirkstone (aka Kirkwood Terrace)

Action Required: Authorize the City Manager to sign a Mitigation and Settlement Agreement with the Quadrant Corporation which describes the conditions the developer will fulfill should the development go forward.

Exhibits: Mitigation and Settlement Agreement - Plat of Kirkstone (aka Kirkwood Terrace)

Budget: N/A

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to sign a Mitigation and Settlement Agreement for the Plat of Kirkstone with the Quadrant Corporation. The Agreement describes the conditions by which the Quadrant Corporation will be required to meet if it develops the Plat of Kirkstone, which is located in unincorporated King County.

Background:

The Quadrant Corporation has filed a subdivision application (Plat of Kirkstone), which is located in unincorporated King County and within the designated Urban Growth Boundary and the potential annexation area for the City. Quadrant has agreed to voluntary traffic mitigation and park impact fees of \$9,500 and \$1,700, respectively per lot to be created for a total of \$123,200. The developer has also agreed to construct all internal public roads a minimum of 28 feet wide with vertical curbs as well as 80 lf of half street improvements along 244th Ave NE. The half street improvements are located directly across from the Rachel Carson Elementary School and will help provide safer pedestrian access to the school.

The Agreement also stipulates that Quadrant will cooperatively assist the City should we decide to pursue annexation of the property.

Financial Impact:

Payment by Quadrant of \$11,200 per lot for traffic mitigation and park impact fees for a total of \$123,200 if 11 lots are created.

Recommended Motion:

Authorize the City Manager to sign the Mitigation and Settlement Agreement with the Quadrant Corporation.

Mitigation and Settlement Agreement

This Mitigation and Settlement Agreement ("**AGREEMENT**") dated _____, 2015 is entered into pursuant to RCW Chapter 43.21C and RCW 82.02.020 between the City of Sammamish, a Washington Municipal Corporation ("**CITY**"), and THE QUADRANT CORPORATION, a Washington Corporation ("**QUADRANT**"), collectively the "**PARTIES**;" to address the subdivision and development of **QUADRANT'S** real property (the "**PROPERTY**"), which is located in unincorporated King County and within the City of Sammamish Urban Growth Area as shown on ATTACHMENT A and more fully described as follows:

Lot 2 and a portion of Lot 1, King County Short Plat No. R278024 (Alteration) recorded under King County Recording No. 8908311933, the proposed legal description for which, following completion of the boundary line adjustment filed under BLAD14-0035, is:

LOT 2, KING COUNTY SHORT PLAT NO. R278024 (ALTERATION) RECORDED UNDER KING COUNTY RECORDING NUMBER 8908311933, SAID SHORT PLAT BEING A REVISION OF SHORT PLAT NO. R278024 RECORDED UNDER RECORDING NO. 7808281030, BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, AND THAT PORTION OF LOT 1 OF SAID KING COUNTY SHORT PLAT NO. R278024 (ALTERATION) LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE NORTH 00°50'23" EAST, ALONG THE WEST LINE OF SAID SECTION 26 A DISTANCE OF 666.35 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;
THENCE SOUTH 85°47'13" EAST A DISTANCE OF 30.05 FEET TO THE EASTERLY MARGIN OF 244TH AVENUE S.E.;
THENCE SOUTH 00°50'23" WEST A DISTANCE OF 235.21 FEET TO THE BEGINNING OF SAID LINE;
THENCE SOUTH 86°26'32" EAST A DISTANCE OF 340.57 FEET TO THE EAST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID LINE.

Recitals

1. **QUADRANT** is the contract purchaser of the above-referenced real property, for which it expects closing to occur on or about June 9, 2015. Following its acquisition of the **PROPERTY**, **QUADRANT** wishes to subdivide and develop the property. **QUADRANT** has filed a complete subdivision application under the name Plat of Kirkstone ("**QUADRANT'S APPLICATION**") with file number and a completeness determination date as follows:

- a. Plat of Kirkstone: Application No. PLAT14-0004
- b. Date Filed: October 10, 2014
- c. Completeness Determination: November 7, 2014

At final plat recording, **QUADRANT** plans to change the name of the **PROPERTY** to Plat of Kirkwood Terrace.

2. The **PROPERTY** is located in unincorporated King County, within the designated Urban Growth Area and the potential annexation area for the **CITY**. As such, King County development

regulations in effect as of the date of the complete subdivision application apply to the **PROPERTY**. The **PARTIES** acknowledge that if the **PROPERTY** is developed in King County, King County transportation mitigation payment system (“MPS”) fees will be paid to King County at the time of issuance of building permit. King County does not collect park impact fees. The **PARTIES** further acknowledge that the **CITY** collects street/transportation and park impact fees for development located within the **CITY** and that **CITY** impact fees are significantly higher than the King County MPS fees.

3. The **CITY** and **QUADRANT** desire to reach a voluntary agreement regarding mitigation and impact fees in lieu of the **CITY** submitting comment letters to the County requesting imposition of certain city development regulations and payment of **CITY** street/transportation and park impact fees as conditions upon the development of the **PROPERTY**, or filing a SEPA appeal of, or any other challenge to, **QUADRANT’S APPLICATION** as specified herein.

NOW THEREFORE, the **PARTIES** agree as follows:

AGREEMENT

Section 1: Traffic Mitigation Payments

- a. **QUADRANT** shall pay the **CITY** a voluntary traffic mitigation payment of \$9,500 per lot that is to be created under **QUADRANT’S APPLICATION**. Thirty (30) percent of this amount shall be due at the time of final plat recording for all lots for which the final plat is recorded. The remaining seventy (70) percent shall be paid, at **QUADRANT’S** election, at either (i) issuance of the building permit for the dwelling unit on the lot or (ii) at the time of closing of the sale of each dwelling unit to a homebuyer, provided that a covenant shall be filed against each lot deferring such payment to closing which covenant shall provide for automatic payment of the deferred amount through escrow at the time of closing of the sale of the lot. The **CITY** agrees that payment of this traffic mitigation, together with the street improvements described in Section (2) below shall satisfy all of **QUADRANT’S** traffic mitigation and street/transportation impact fee obligations for development of the **PROPERTY**, regardless of the amount of any street/transportation impact fee imposed by City ordinance currently in effect, or as may be adopted after the date of this **AGREEMENT** and regardless of whether the **PROPERTY** is developed in King County or in the City.
- b. **QUADRANT** agrees to waive any rights it may have under the provisions of RCW 82.02.020 for a refund of any amounts paid, together with interest, if the funds are not expended within the period of time specified in that statute.
- c. Nothing in this agreement is intended to address or modify any obligation that **QUADRANT** may or may not have regarding King County traffic mitigation payments.

Section 2: Street Improvements

- a. **QUADRANT** agrees to construct all internal public roads to a minimum of 28 feet curb to curb, with vertical curbs in lieu of King County's road standard which would permit a minimum of 24 foot road width and rolled curbs.
- b. As a condition of the first certificate of occupancy for the Plat of Kirkstone subdivision, **QUADRANT** shall complete construction of approximately 80 lineal feet of half-street improvements to the east side of 244th Ave NE extending northerly from NE 11th Street as depicted on ATTACHMENT B meeting with **CITY** approval.

Section 3: Parks Mitigation Payments

- a. **QUADRANT** shall pay the **CITY** a voluntary park mitigation payment of \$1,700 per lot to be created through **QUADRANT'S APPLICATION**. The amount shall be paid, at **QUADRANT'S** election, at either (i) issuance of the building permit for the dwelling unit on the lot or (ii) at the time of closing of the sale of each dwelling unit to a homebuyer, provided that a covenant shall be filed as a condition of issuing a building permit against each lot deferring such payment to closing which covenant shall provide for automatic payment of the deferred amount through escrow at the time of closing of the sale of the lot. The **CITY** agrees that payment of this park mitigation fee shall satisfy all of **QUADRANT'S** park impact mitigation obligations for development of the **PROPERTY**, regardless of the amount of any park impact fee or other park or recreation mitigation imposed by **CITY** ordinance currently in effect, or as may be adopted after the date of this **AGREEMENT** and regardless of whether the **PROPERTY** is developed in King County or in the City.
- b. **QUADRANT** agrees to waive any rights it may have under the provisions of RCW 82.02.020 for a refund of any amounts paid, together with interest, if the funds are not expended within the period of time specific in that statute.

Section 4: Future Annexation and Applicable Rules and Development Standards

- a. **QUADRANT** agrees to work cooperatively with the **CITY** to pursue annexation of the **PROPERTY** at such time and in such phasing as the **CITY** deems appropriate. While not a requirement of this **AGREEMENT**, the **PARTIES** acknowledge that both anticipate annexation of the **PROPERTY** after County approval of the preliminary subdivision, but potentially prior to approval of the final subdivisions and, correspondingly, potentially prior to occupancy of homes within the subdivisions. However, nothing in this **AGREEMENT** shall be interpreted to require **QUADRANT** to wait until annexation is complete before filing for or obtaining final subdivision approval, construction permits, or occupancy of homes on and or all of the lots within the **PROPERTY**. In addition, if annexation occurs prior to final plat approval the **PARTIES** agree that final plat shall be consistent with the conditions of preliminary plat approval. Failure to complete annexation

Exhibit 1

within the contemplated time frame shall not void any provision or obligation of any party pursuant to this **AGREEMENT**.

- b. Upon annexation to the **CITY**, and subject to all of the specific provisions of this **AGREEMENT**, the **PROPERTY** shall remain vested to and entitled to develop consistent with all of the conditions of the preliminary subdivision approval and all County zoning and development regulations and standards that were in effect on date of the completeness determination for the subdivision application specified in Recital (1), including, without limitation, density and dimensions, road standards, tree retention standards, storm water until homes have been constructed on all lots within the **PROPERTY**.

Section 5: Comments and Conditions for King County Subdivision Review

- a. The **PARTIES** agree that the obligations of this **AGREEMENT** do not need to be included as conditions of the County's preliminary plat approval, but shall remain as separate obligations between the parties and enforceable under the terms of this **AGREEMENT** and other relevant provisions of law.
- b. The **CITY** agrees to support County approval of **QUADRANT'S APPLICATION** currently pending before King County for the **PROPERTY**, consistent with the preliminary plat designs, subject to the conditions described in Section 5(a) above.

Section 6: General Provisions

- a. Duration: This **AGREEMENT** shall take effect on the date all **PARTIES** have signed below and shall be in effect until ten (10) years from the date of its execution.
- b. Assignment: This **AGREEMENT** shall bind and inure to the benefit of the **PARTIES** and their successors in interest, and may be assigned to any successor in interest to the **PROPERTY**. Upon assignment and assumption of all obligations under the **AGREEMENT** by the assignee, **QUADRANT** shall be released from all **AGREEMENT** obligations as to any property assigned. Upon sale of any individual lot or lots to a third party, upon request of **QUADRANT**, such individual lot or lots may be released from any further obligations under this **AGREEMENT**, other than the individual lot obligation to pay the traffic and parks fees described in sections (1)(a) and (3)(a) above.
- c. Annexation after Final Plat: If annexation of the **PROPERTY** does not occur before the final plat is approved, then payment of 30% of the transportation and parks mitigation fees under this agreement shall be made by **QUADRANT** to the **CITY** consistent with Section 1 and 3 above, using a mechanism that is mutually agreeable to both **PARTIES**.
- d. Annexation after Building Permit Issuance: If annexation of the **PROPERTY** does not occur before building permits are applied for, then payment of remaining 70% of the transportation

Exhibit 1

and parks mitigation fees under this agreement shall be made by **QUADRANT** to the **CITY** consistent with Section 1 and 3 above, using a mechanism that is mutually agreeable to both **PARTIES**.

- e. Amendment in Writing. This **AGREEMENT** may only be amended in writing, signed by all **PARTIES**.
- f. Severability. If any term or provision of this **AGREEMENT**, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this **AGREEMENT** shall continue in full force and effect unless and to the extent the remaining provision, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the **PARTIES**.
- g. Mutual Drafting and Construction. The **PARTIES** agree that all **PARTIES** participated fully in the negotiation and drafting of this **AGREEMENT** and the rules of construction of ambiguities against the drafter shall not apply.
- h. No Joint Venture. Nothing in this **AGREEMENT** is intended to create any type of joint venture or partner relationship between the **PARTIES**.
- i. Nonwaiver. By entering into this **AGREEMENT**, neither party shall be deemed to agree with, concede, or waive any position or argument that was the subject matter of the dispute that gave rise to this **AGREEMENT**.
- j. Dispute Resolution/Enforcement.
 - i. In the event of any dispute between the **PARTIES** arising out of the performance of this **AGREEMENT**, the **PARTIES** agree to first attempt to resolve the dispute through mediation prior to commencing litigation, using a mediator from Judicial Arbitration and Mediation Service (“JAMS”), or other mediator mutually agreed to by the **PARTIES**. The costs of the mediator shall be split equally between the **PARTIES**, and each **PARTY** shall bear its own costs to prepare for and participate in the mediation.
 - ii. The **PARTIES** agree that specific performance may be an appropriate remedy to enforce the terms of this **AGREEMENT**.
 - iii. In the event of litigation to enforce the provisions of this **AGREEMENT**, the prevailing party shall be entitled to recover its reasonable costs and attorney’s fees.

Exhibit 1

- k. Authority to Sign. The signatories to this **AGREEMENT** represent that they have the full authority of their respective entities to commit to all of the terms of this **AGREEMENT**, to perform the obligations hereunder and to execute the same.
- l. Counterparts. This **AGREEMENT** may be executed in counterparts each of which shall be deemed an original.
- m. Party Contact. Contacts with either **PARTY** shall be to the person identified below:

QUADRANT:

The Quadrant Corporation
14725 SE 36th Street, Suite 200
Bellevue, WA 98006
Attn: Bonnie Geers
425-452-6550

CITY:

Laura Philpot, Public Works Director
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
425-295-0570

- n. Entire Agreement. This **AGREEMENT**, together with all Attachments hereto, constitutes the entire agreement between the **PARTIES** with respect to the subject matter of this **AGREEMENT**. This **AGREEMENT** is specifically intended by the **PARTIES** to supersede all prior agreements, whether written or oral.

Date: 2/19/15

Date: _____

THE QUADRANT CORPORATION, a Washington corporation

CITY OF SAMMAMISH, a Washington municipal corporation

By: 

Bonnie Geers, Vice President,
Community Development & Public Affairs

By: _____

Ben Yazici
Its: City Manager

Exhibit 1

Attest:

Melonie Anderson, City Clerk

Approved as to form:

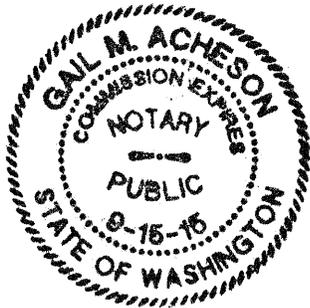
Bruce Disend, City Attorney

Exhibit 1

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bonnie Geers is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President, Community Development & Public Affairs of THE QUADRANT CORPORATION, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 19th day of February, 2015.



Gail M. Acheson
[Signature of Notary]

Gail M. Acheson
[Print Name of Notary]

Notary Public in and for the State of
Washington, residing at Kirkland.
My commission expires: 9/15/15.

STATE OF WASHINGTON)
 : ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of _____, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2015.

[Signature of Notary]

[Print Name of Notary]

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____.

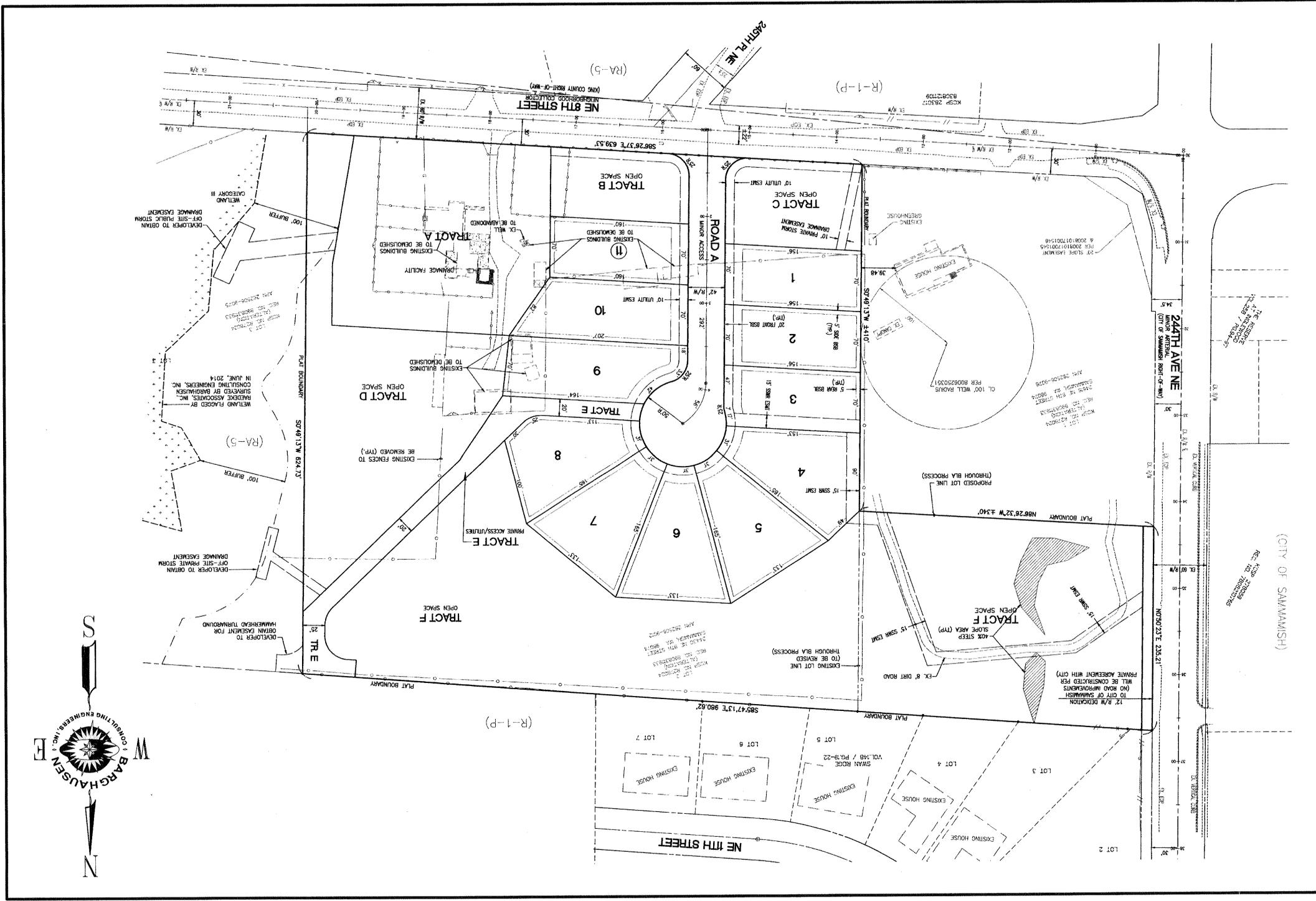
Exhibit 1

ATTACHMENTS

ATTACHMENT A: Map of Properties

ATTACHMENT B: 244TH Kirkstone (Improvement)

ATTACHMENT A
Map of Properties



Job Number
16863

Sheet
1 of **1**

Designed
BMS

Drawn

Checked

Approved

Date
2/5/15

Scale:
Horizontal NTS
Vertical NTS

BARGHAUSEN ENGINEERS, INC.
CONSULTING ENGINEERS, INC.

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

For:
KIRKWOOD TERRACE

Title:
EXHIBIT A

PROPOSED LEGAL DESCRIPTION (BLA):

LOT 2, KING COUNTY SHORT PLAT NO. R278024 (ALTERATION) RECORDED UNDER KING COUNTY RECORDING NUMBER 8908311933, SAID SHORT PLAT BEING A REVISION OF SHORT PLAT NO. R278024 RECORDED UNDER RECORDING NO. 7808281030, BEING A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, AND THAT PORTION OF LOT 1 OF SAID KING COUNTY SHORT PLAT NO. R278024 (ALTERATION) LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE NORTH 00°50'23" EAST, ALONG THE WEST LINE OF SAID SECTION 26 A DISTANCE OF 666.35 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE SOUTH 85°47'13" EAST A DISTANCE OF 30.05 FEET TO THE EASTERLY MARGIN OF 244TH AVENUE S.E.;

THENCE SOUTH 00°50'23" WEST A DISTANCE OF 235.21 FEET TO THE BEGINNING OF SAID LINE;

THENCE SOUTH 86°26'32" EAST A DISTANCE OF 340.57 FEET TO THE EAST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID LINE.

Job Number

16863

Sheet

1 of **1**

Designed

BMS

Drawn

Checked

Approved

Date

2/5/15

Scale:

Horizontal NTS

Vertical NTS

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX



CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

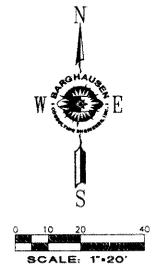
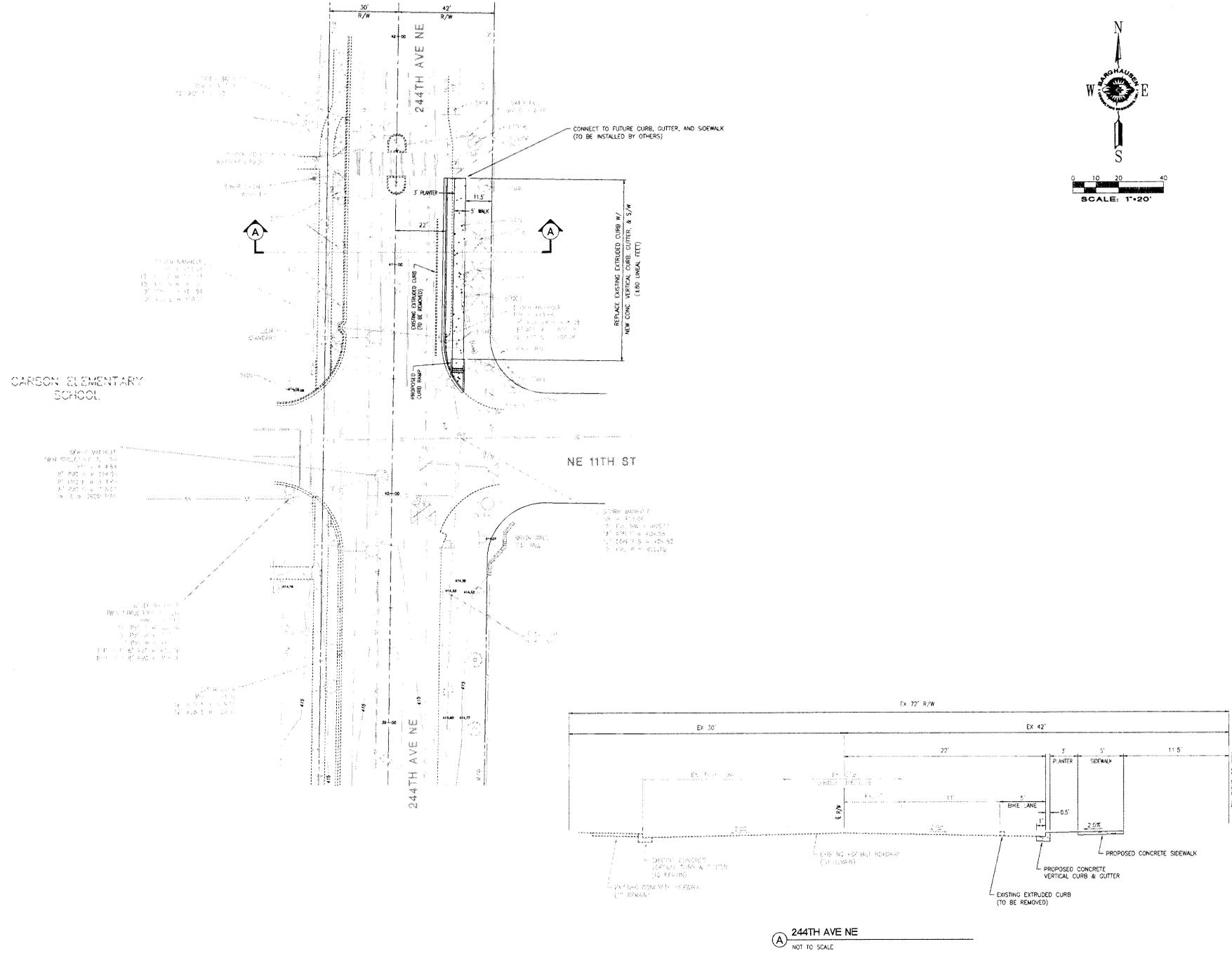
For:

KIRKWOOD TERRACE

Title:

EXHIBIT B

ATTACHMENT B
244th Improvements



Revision:
 No. Date By: Ckd Appr:
Title:
244TH EXHIBIT FOR KIRKSTONE

For:
QUADRANT 14725 SE 36TH ST., SUITE 200 BELLEVUE, WA 98006

Scale:
 Horizontal: 1" = 20'
 Vertical: N/A

Designed: JMB
 Drawn: JMB
 Checked: JMB
 Approved: JMB
 Date: 11/21/2014

18215 72ND AVENUE SOUTH
 KENT, WA 98032
 (425)251-6222
 (425)251-8782 FAX
 ONE ENGINEERING, LAND PLANNING
 SURVEYING, ENVIRONMENTAL SERVICES



Sheet Number:
16863
 of 1



STUDY SESSION NOTES

Study Session February 10, 2015

Mayor Tom Vance opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Jill Rush, 1488 207th Ave NE, spoke regarding building permits and drainage problems.

Mark Rush, 1488 207th Ave NE, spoke regarding building permits and drainage problems.

Leslie Laudie, 1500 207th Ave NE, spoke regarding drainage.

Deb Sogge & Bob Toomey, 2418 214th Place SE, gave a Sammamish Chamber of Commerce update.

Pat Leong, 23307 SE 16th Place, spoke regarding the Public Works Standard.

Danna Colingham, 24763 SE 28th Place, spoke about tree retention.

Greg Reynolds, 4329 210th Place NE, spoke about the NE 42nd Street barricade.

Melissa Grimaldi, 4333 201st Place NE, spoke regarding the NE 42nd Street barricade.

Rick Kuprewicz, 4643 192nd Drive NE, spoke regarding the NE 42nd Street barricade.

Paul Grimaldi, 4333 201st Place NE, spoke about the NE 42nd Street barricade.

Raylene Canby, 4818 192nd Drive NE, spoke about the NE 42nd Street barricade.

Karan Soi, 19130 NE 51st Street, spoke about the NE 42nd Street barricade.

Neera Soi, 19130 NE 51st Street, spoke about the NE 42nd Street barricade.

Jason Upton, 4221 194th Ave NE, spoke about the NE 42nd Street barricade.

Sei Denkker, 1983 NE 42nd Street, spoke about the NE 42nd Street barricade.

Mary Rose Henevry, 19636 NE, spoke about the NE 42nd Street barricade.

Miles Burke, 4806 192nd Place, spoke about the NE 42nd Street barricade.

Nancy Baer, 20013 NE 42nd Street, spoke about the NE 42nd Street barricade.

Topics

- 212th Non-Motorized Improvements
- Public Works Standards

Executive Session: Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council adjourned to the executive session at 8:45 pm and returned at 9:27pm with no action taken.

Adjournment

9:30 pm



STUDY SESSION NOTES

Study Session March 10, 2015

Mayor Tom Vance opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment

This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Claradell Shedd, 2313 Sahalee Drive E, Spoke regarding adult family homes and their impacts on surrounding neighborhoods.

Harry Shedd, 2313 Sahalee Drive E, Spoke regarding adult family homes and their impacts on surrounding neighborhoods.

Greg Chapman, 2831 E. Lake Sammamish Parkway SE, Spoke regarding the East Lake Sammamish Trail project.

Karma Chapman, 2831 E. Lake Sammamish Parkway SE, Spoke regarding the East Lake Sammamish trail.

David Priestly, 24017 NE 29th Street, Spoke regarding the increasing residential density that he is seeing in the city.

Mary Jo Kahler, 21911 SE 20th Street, The Comprehensive Plan should take into consideration the safety of the residents and should require sidewalks and dedicated access for large institutions.

Tom Hornish, 1237 E Lake Sammamish Shore Lane SE, Spoke regarding the Eastlake Sammamish Trail.

Topics

- 2015 Comprehensive Plan Update
- Land Use Discussion: Schools, Churches, Group Homes.

Adjournment

9:30 pm

COUNCIL  *MINUTES*

Regular Meeting
March 17, 2015

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

Councilmembers present:

Mayor Tom Vance
Deputy Mayor Kathy Huckabay
Councilmember Don Gerend
Councilmember Bob Keller
Councilmember Tom Odell
Councilmember Ramiro Valderrama
Councilmember Nancy Whitten

Staff present:

Ben Yazici, City Manager
Lyman Howard, Deputy City Manager
Laura Philpot, Assistant City Manager/Public Works Director
Jessi Bon, Parks and Recreation Director
Jeff Thomas, Community Development Director
Emily Arteche, Senior Planner
Mona Davis, Senior Planner
Kari Sand, City Attorney
Tim Larson, Communications Manager
Melonie Anderson, City Clerk
Lita Hachey, Deputy City Clerk

City Manager, Ben Yazici requested that Council and staff leave their microphone on at all times. When the microphones are turned off, the official recording will not be complete.

Roll Call/Pledge of Allegiance

Roll was called. City Manager, Ben Yazici led the pledge.

Approval of Agenda and the Consent Agenda

Councilmember Whitten moved to remove, Bill # 3 Resolution: Approving the plat alteration for Elston Ridge, from consent and move it after the Executive Session under New Business on the agenda. Councilmember Odell seconded.

MOTION: Councilmember Whitten moved to approve the agenda and consent agenda as amended. Councilmember Odell seconded. Motion carried unanimously 7-0.

Student Liaison Reports

Skyline High School Co-Student Liaison - Alyssa Forney, gave the following update: their computer science team completed in the PLU, 5th Annual High School programming contest and came in 1st place. Skyline Vocal Jazz students went to Moscow, Idaho for a competition. Skyline Cheer competed at Nationals in Florida. The Silver Team came in 2nd in the World Non-tumbling event. Skyline DECA took 200 students to the DECA State competition. Fifty-four of those students qualified for Nationals. ASB has started to plan "Spring Fling".

Presentations/Proclamations

Public Comment

Todd Southwick, 413 209th Ave NE, spoke regarding the drainage problems on 209th Ave NE near Inglewood Hill Road. Water continues to flood the roadway near the pond. *(Showed a PowerPoint available upon request to the City Clerk, Melonie Anderson)*

Mary Victor, 408 208th Ave NE, spoke regarding the Tamarack neighborhood and the problems that they are having with the drainage. This is an environmentally critical area. *(Showed a PowerPoint available upon request to the City Clerk, Melonie Anderson)*

Mark Cross, 247 208th Ave NE, spoke regarding the Tamarack neighborhood and the drainage and flooding problems. *(Showed a PowerPoint available upon request to the City Clerk, Melonie Anderson)*

Fred Elliot, 20709 NE 43rd Street, spoke in favor of removing the NE 42nd Street barricade.

Greg Reynolds, 4339 210th Place NE, submitted a Memorandum for July 3, 2003 from Steven Chen to John Cunningham recommending to remove the NE 42nd Street barricade. *(Comment sheet available upon request to the City Clerk, Melonie Anderson)*

Tyson Storch, 20603 Ne 37th Way, spoke regarding the NE 42nd Street barricade and would like this issue brought back at the next Council meeting. *(Comment sheet available upon request to the City Clerk, Melonie Anderson)*

Ellen Zweig, 3820 206th Place NE, spoke in favor of removing the barricade, especially for emergency medical reasons. She feels that it would be a shorter route to the emergency clinic in Redmond.

Yuhe Yang, 20611 NE 37th Way, he spoke in favor of removing the NE 42nd Street barricade to allow another access on and off the plateau from the Timberline neighborhood. He feels this is a safety issue for his street as more cars have to exit only on NE 37th Way.

David Ferguson, 21013 NE 44st Street, spoke regarding the NE 42nd Street barricade and the time when Sahalee Way washed out and the north end traffic was rerouted to Inglewood Hill Rd. He would like to see the barricade removed and used as an alternate route off of the Sammamish Plateau.

Dora Turan, 21130 NE 43rd Place, spoke in favor of opening up the NE 42nd Street barricade. Suggested a roundabout to slow traffic. Suggested further studies need to be done and this could be done by opening it up and seeing the results.

Bob Seidensticker, 19836 NE 42nd Street, spoke regarding the barricade and feels that opening it is a mistake and that it should remain closed.

Imi Yen, 20611 NE 37th Way, spoke regarding the NE 42nd Street barricade. Asked about what happened when the SE 32nd Street barricade was opened. Were there any incidents that occurred after it was removed? She suggested doing the research now to determine if the barricade should be opened.

Consent Agenda

Payroll for period ending February 28, 2015 for pay date March 5, 2015 in the amount of \$ 287,306.55

Approval: Claims for period ending March 17, 2015 in the amount of \$2,356,385.67 for Check No. 39865 through 39975

Ordinance: Second Reading Adopting Provisions Related To Surface Water Management In The Surface Water Design Manual And As Also Codified Into Chapter 20 Of Title 13 Of The Sammamish Municipal Code (O2015-389)

Resolution: ~~Granting Approval for the Plat Alteration for Elston Ridge~~

Contract Award: Intelligent Transportation System (ITS) Project/Pioneer Construction

Contract Amendment: ITS Project Construction Management/Jacobs Engineering

Bid Award: Pine Lake Driveway Resurfacing/Northwest Asphalt, Inc.

Approval: Minutes for February 17, 2015 Regular Meeting

Approval: Minutes for March 3, 2015 Regular Meeting

Public Hearing

Update: 2015 Comprehensive Plan

Director of Community Development, Jeff Thomas and Senior Planner, Emily Arteche gave an update and presentation on the 2015 Comprehensive plan. *(PowerPoint available on the City's website at www.sammamish.wa.us).*

Councilmember Whitten requested color, enlarged copies of all the maps in the 2015 Comprehensive plan binder.

Public Hearing opened at 7:27 pm and closed at 7:29 pm with the following public comment.

Jason Upton, 42211 194th Place NE, questioned why, if this is a twenty year plan, is the City updating the Comprehensive plan now, when we are eight years away?

City Manager Yazici stated that State law requires that there is an update every ten years but it has a twenty year planning period.

Executive Session – Evaluating the qualifications of an applicant pursuant to RCW42.30.110(1)(g) and property acquisition pursuant to RCW42.30.110(1)(b) and potential litigation pursuant to RCW42.30.110(1)(i)

Council retired to the executive session at 7:30 pm and returned at 9:05 pm with the following actions:

Resolution: Appointing Three Members to the Sammamish Planning Commission (R2015-625)

MOTION: Councilmember Valderrama moved to appoint to the Sammamish Planning Commission Eric Brooks to Position # 1 (Term Expires January 31, 2016), Shanna Collins to Position # 3 (Term Expires January 31, 2019) and Larry Crandall to Position # 4 (Term Expires January 31, 2019). Councilmember Odell seconded. Motion was approved unanimously 7-0.

Appointment of Planning Commissioners - The City Council hereby appoints the following individuals to the Sammamish Planning Commission as hereafter set forth:

Eric Brooks	Position #1	Term Expires January 31, 2016
Shanna Collins	Position #3	Term Expires January 31, 2019
Larry Crandall	Position #4	Term Expires January 31, 2019

New Business

Resolution: Granting Approval for the Plat Alteration for Elston Ridge
 Director of Community Development, Jeff Thomas and Senior Planner, Mona Davis gave a staff update and PowerPoint presentation on the Plat Alteration for Elston Ridge. *(PowerPoint available on the City's website at www.sammamish.wa.us).*

MOTION: Councilmember Gerend moved to approve the Elston Ridge Plat Alteration. Deputy Mayor Huckabay seconded. Motion was approve 4-3 with Councilmembers Odell, Whitten and Valderrama dissenting (R2015-624).

Councilmember Odell questioned why there were sidewalks on both sides of road? He did not approve that this plat received approval from the beginning.

Councilmember Whitten questioned if there was a shrunken ROW used in exchange for LID or the obligation to plant the 360+ trees and the commitment to a reduced ROW. She would have liked to see a reduction in the number of homes to create space for more trees.

Councilmember Valderrama stated that we need a better review process to catch these problems in the future.

MOTION: Councilmember Gerend moved to approve the settlement agreement and associated easements for the appeals involving the Barrington and Morningside preliminary plats based on substantially the terms set forth in the draft agreements and subject to further review for completeness by City Staff. Deputy Mayor Huckabay seconded. Motion was approved unanimously 7-0.

City Manager, Ben Yazici spoke regarding the proposed purchase of the Mars Hill Church property on 228th Ave NE. The property was listed at \$ 8.75 million dollars and recently reduced to \$ 7.5 million

dollars. Council had directed Mr. Yazici to pursue the options to purchase the property for higher education purposes in our community.

MOTION: Councilmember Odell moved to authorize the City Manager to finalize the Purchase and Sales agreement for the purchase of the Mars Hill Church property located at 120 228th Ave NE in Sammamish for a purchase price of \$ 6.1 million dollars, subject to a feasibility contingency, to be used for purposes of higher education facilities. Councilmember Gerend seconded. Motion was approve unanimously 7-0

AMENDMENT: Councilmember Valderrama moved to amend this motion to state that if there is no commitment for the facility after one year, that the City move to put this back on the market. No second. Motion failed.

Council Reports

Mayor Tom Vance requested that the Committee of the Whole meetings be cancelled on May 18, 2015 and June 15, 2015, but remain in reserve.

Deputy Mayor Kathy Huckabay stated that committee quarterly reports could be done at the COW meetings.

Councilmember Bob Keller attended a Public Issues Committee (PIC). He is on a committee to end homelessness. He discussed the solid waste issue with regards to the Comprehensive Plan and the goal to have a seventy percent (70%) incentive to recycle.

Councilmember Don Gerend attended the National League of Cities Conference in Washington, DC last week where President Obama and seven other cabinet members spoke. Transportation and homelessness were key issues that were discussed. He also is a member of the Information, Technology and Communications Committee and they were given updates from the Federal Communications Commission. The State Transportation package was passed by the Senate and Senate Bill No. 59.90 will eliminate the state tax exemption for WSDOT projects and also takes away the local sales tax portion.

Councilmember Ramiro Valderrama would like to follow up on the public comments made regarding law suites about legal ownership on the Eastlake Sammamish Trail. He would like to get more information on the position of the City about these ownership issues. He, Mayor Vance and Councilmember Odell attended the 45th Town Hall Meeting.

Councilmember Tom Odell, representing Sound Cities, stated that the first meeting in 2015 for the Growth Management Policy Committee, will be on April 22 and deal with an old issue of school sighting policy amendment. The July meeting will deal with climate change and October will be dealing with housing.

MOTION: Councilmember Odell moved to extend the meeting for an additional five minutes. Councilmember Gerend seconded. Motion approved unanimously 7-0.

City Manager Report

City Manager, Ben Yazici discussed the NE 42nd Street barricade issue. He recommended that council defer the barricade study to the next biennial budget cycle due to staff workload and budget restraints.

The next option would be to have a special meeting to review the current work plan for staff and determine which items to remove so there will be capacity to undertake the barricade study.

Councilmember Odell agreed with this direction from the City Manager.

Councilmember Whitten believes that a safety study is needed, including costs and mitigation. She foresees using a consultant for this. Both parties need resolution and finality on this matter. She does not feel that it should be put off, it should be done now.

Councilmember Gerend feels promises were made and we need to resolve the issues now. We need to address this from a technical view. He would like staff to come back to Council with a response to what was asked tonight from our Citizens.

Deputy Mayor Huckabay states that public process is needed and the time to do it properly. The next biennium is appropriate for the work to be done right.

Councilmember Valderrama supports Ms. Whitten's and Mr. Gerend's recommendation to do the process now. He stated that we owe it to the neighborhood to move forward.

Councilmember Keller feels we need to be respectful of the staffs' time. We need staff to gather the information that is out there and to give Council an idea of a process and timeframe.

Mayor Vance feels that time is needed in this process and doubts it will happen this year. We stated that we need some finality to this issue. Maybe it will be next year, remove some work load items or hire extra staff to get the barricade study done.

Councilmember Whitten feels we need more of a commitment to what will be done and should set a schedule now to establish a timeframe.

Mr. Yazici said staff will have documentation compiled by the end of May as well as a matrix. They could start the planning process in September.

Meeting adjourned at 10:25 pm

Lita Hachey, Deputy City Clerk

Thomas E. Vance, Mayor



Meeting Date: April 7, 2015

Date Submitted: 4/1/2015

Originating Department: Community Development

Clearances:

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

Subject: **Public Hearing for an Emergency Ordinance adopting interim tree retention regulations amending Sammamish Municipal Code (SMC) 21A.35**

Action Required: **Complete Public Hearing and adopt Emergency Ordinance**

Exhibits: **Emergency Ordinance with Attachment A**

Budget: **N/A**

Summary Statement:

The Sammamish Municipal Code (SMC) 21A.35 requires the retention of significant trees as defined in SMC 21A.15.1333 for new subdivisions and short plats. There are upwards of 45 vested new subdivision and short plat proposals currently being processed by the City leading to the removal of large numbers of significant trees. To adequately accomplish the goals of the Sammamish Comprehensive Plan, this emergency ordinance continues to temporarily enact interim tree retention regulations until permanent regulations can be developed through the normal Planning Commission / City Council legislative review process.

Background:

The former tree retention requirement for new subdivisions and short plats was 25% within areas unconstrained by environmentally sensitive areas. Up to 50% of this retention requirement could be allocated to significant trees in an environmentally sensitive area thereby reducing the total number of significant trees being retained on a site. Additionally, significant tree retention incentives were available that reduced recreation space site requirements as well as increased the net density of a site, but were rarely used. No replacement was required for the removal of significant trees.

The current Sammamish Comprehensive Plan contains a number of goals and policies regarding tree retention in the city:

Land Use Element

- **LUG-10: Preserve trees and other natural resources as integral components of the community's overall design.**

- LUP-10.1: **Clustering of existing trees and native vegetation should be incorporated into site and building designs** when appropriate. This policy should be implemented during design review and other land use reviews.

Environment & Conservation Element

- ECP-6.12: **The City shall prepare regulations to preserve and protect trees in easements, rights-of way, parks, and potentially, under certain circumstances, private property.** These regulations shall include, but shall not be limited to, guidelines for utility providers, private firms, City contractors and staff, as well as private individuals and neighborhood associations regarding appropriate practices for the pruning, maintenance, and/or removal of trees.
- ECP-6.7: Clearing and grading shall be limited on all short plats, plats, commercial projects, and all non-residential projects to protect water quality, maintain hydrologic functions or wetlands, attenuate surface water runoff, limit erosion, and maintain fish and wildlife habitat and visual buffers. Seasonal limits shall restrict clearing and grading to the driest months. **Tree retention shall be required for soil stability, significant trees, and buffering of development.**

While permanent tree retention regulations are developed through the normal Planning Commission / City Council legislative review process, this emergency ordinance will continue to assist in accomplishing the goals of the Sammamish Comprehensive Plan through having:

1. Added a new standard in SMC 21A.35.210 maintaining the significant tree retention requirement of 25% for new short plats of 2 lots.
2. Raised the significant tree retention requirement currently in SMC 21A.35.210 (2) for new subdivisions and short plats of 3 or more lots from 25% to 35%.
3. Eliminated the “double count” currently in SMC 21A.35.210 (2) of up to 50% of significant trees in environmentally sensitive areas to count towards the retention requirements for all new subdivisions and short plats.
4. Eliminated incentives in SMC 21A.35.220 for significant tree retention of 30% for reduced recreation space site requirements and 35% for increased net density of a site.
5. Added a new requirement in SMC 21A.35.240 for a 1:1 replanting of every significant tree lawfully removed as part of a new subdivision or short plat of 3 or more lots.

An emergency ordinance with interim tree retention regulations was initially adopted by City Council on October 14, 2014 and is set to expire on April 14, 2015. If approved, this emergency ordinance will effectively extend the expiration of the interim tree retention regulations to October 14, 2015 thereby providing sufficient time for permanent regulations to be developed through the normal Planning Commission / City Council legislative review process.

Financial Impact:

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

Recommended Motion:

Complete the public hearing and adopt the emergency ordinance.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. O2015-**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING INTERIM DEVELOPMENT
REGULATIONS AS AUTHORIZED BY THE GROWTH
MANAGEMENT ACT RELATING TO TREE RETENTION;
PROVIDING FOR SEVERABILITY; AND DECLARING AN
EMERGENCY**

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, to promote the public health, safety, aesthetic, and welfare, the City of Sammamish (the “City”) provides for the retention of significant trees, which is done through the implementation of comprehensive and thorough review of new subdivisions and short plats; and

WHEREAS, the City has determined that tree retention for new subdivisions and short plats as currently codified in Sammamish Municipal Code (SMC) chapter 21A.35 is not accomplishing the goals set forth by the Sammamish Comprehensive Plan; and

WHEREAS, the City has determined that amendments to the tree retention regulations are required, and is interested in preventing the removal of additional significant trees until such time as the tree retention regulations can be thoroughly reviewed; and

WHEREAS, the City has determined that interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary in order to allow adequate time for the City to effectively analyze and determine if the current development regulations are sufficient to provide for appropriate tree retention within the City; and

WHEREAS, through the adoption of Ordinance No. 02014-375 on October 14, 2014, the City Council adopted interim development regulations relating to tree retention; and

WHEREAS, pursuant to State law, the City held a public hearing on December 2, 2014 to take public testimony and further consider said interim development regulations; and

WHEREAS, the City Council finds that it is necessary to extend the effective duration date of the Interim Development Regulations for an additional six (6) month timeframe in order to complete the research and other analysis necessary for the adoption of permanent regulations;

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

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim development regulations adopted herein. The City Council may, in its discretion, adopt additional findings after the public hearing referenced in Section 4 of this Ordinance.

Section 2. Adoption of Interim Zoning Regulations. The City Council hereby adopts the interim development regulations as set forth in Attachment A to this Ordinance amending Chapter 21A.35 SMC.

Section 3. Effective Duration of Interim Development Regulations. The interim development regulations set forth in this Ordinance shall be in effect for a period of six (6) months from the effective date of this Ordinance and shall automatically expire at the conclusion of that six-month period unless sooner repealed.

Section 4. Public Hearing. The City Council held a public hearing at the City Council's regular meeting beginning at 6:30 p.m. on April 7, 2015 in order to take public testimony and to consider adopting further findings of fact.

Section 5. Referral to the City Manager. The City Manager is hereby authorized and directed to study the issues described in the above findings and to develop appropriate regulations for same as authorized by law. The City council requests that the City Manager and his staff work diligently to produce regulations for City Council consideration as soon as possible, and not later than October 14, 2015.

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

Section 7. Effective Date. This Ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force on April 14, 2015 to extend the interim development regulations for an additional six (6) months . Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "WHEREAS" clauses, above, all of which are adopted by reference as findings of fact as if fully set forth herein.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF APRIL, 2015.

CITY OF SAMMAMISH

Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Exhibit 1

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:

First Reading:

Passed by the City Council:

Date of Publication:

Effective Date:

Attachment A

Interim Development Regulations

Chapter 21A.35

DEVELOPMENT STANDARDS – LANDSCAPING AND IRRIGATION

...

21A.35.210 Tree retention requirements

The following tree retention requirements shall be applied in addition to the applicable requirements of Chapters 16.15 and 21A.50 SMC:

(1) Emergency tree removal to prevent imminent danger or hazard to persons or property shall not be limited by this section or SMC 21A.35.230, Tree protection standards.

(4)(2) All new short plats of 2 lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC.

(32) All new subdivisions and short plats of 3 or more lots shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of ~~35~~25 percent of significant trees shall be retained.
- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; ~~provided, that trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (2)(a) of this section.~~

(34) All new commercial and institutional developments shall retain significant trees subject to the following standards:

- (a) Within areas unconstrained by environmentally sensitive areas and associated buffers, a minimum of 30 percent of significant trees shall be retained.

- (b) Within environmentally sensitive areas and associated buffers, significant trees and other vegetation shall be retained subject to the requirements of Chapter 21A.50 SMC; provided, that trees retained within environmentally sensitive areas and associated buffers may be counted for up to 50 percent of the tree retention requirement in subsection (3)(a) of this section.

(54) All clearing and grading of existing undeveloped properties shall retain significant trees subject to the requirements for tree retention of commercial developments.

(65) Trees identified for retention shall be selected, to the extent feasible, subject to the following criteria:

- (a) Trees located within healthy, vegetated groups and stands rather than as isolated trees scattered throughout the site;
- (b) Trees that have a reasonable chance of survival once the site is developed;
- (c) Trees that will not pose a threat to persons or property;
- (d) Trees that can be incorporated into required landscaping or can be used to screen the site from adjacent properties;
- (e) Trees adjacent to open space, sensitive area buffers or sensitive area tracts;
- (f) Trees having a significant land stability function; or
- (g) Trees that meet the definition of heritage tree.

(76) Subject to review and approval by the director, up to 50 percent of trees identified for retention may be removed, provided replacement trees shall be required pursuant to SMC 21A.35.240, Tree replacement and enforcement.

(87) Exceptions to the tree retention standards may be requested and approved by the City subject to the satisfying all of the following criteria:

- (a) Strict compliance with the provisions of this code would prevent reasonable use of the property;
- (b) Proposed tree removal and proposed replacement is consistent with this section and SMC 21A.35.230, Tree protection standards, Chapters 21A.50 and 16.15 SMC; and
- (c) Proposed tree replacement is consistent with the requirements of SMC 21A.35.240, Tree replacement and enforcement. (Ord. O2005-175 § 1)

21A.35.220 Tree retention incentives

~~Projects that retain more trees than required pursuant to SMC 21A.35.210 may be granted the following incentives, subject to City review and approval:~~

- ~~(1) New subdivisions and short plats which retain a total of 30 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on the subject site may reduce required on-site recreation space by up to 10 percent; and~~
- ~~(2) New subdivisions and short plats which retain a total of 35 percent or more of significant trees (outside of environmentally sensitive areas and associated buffers) on~~

~~the subject site may modify the net density calculation pursuant to SMC 21A.25.080 to include up to 10 percent of the area within environmentally sensitive areas towards site density calculations. (Ord. O2005-175 § 1)~~

21A.35.230 Tree protection standards

The following tree protection standards shall apply to trees retained pursuant to SMC 21A.35.210, Tree retention requirements:

(1) All trees identified for retention shall be identified on project site plans, and shall include a summary of the project specific tree protection measures.

(2) Trees identified for retention shall be identified on the project site by use of one or more of the following methods:

- (a) Tree protection barriers shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Protection barriers shall consist of fencing at least four feet high, constructed of chain link or polyethylene laminar safety fencing or similar material; or
- (b) Tree protection flagging shall be installed along the outer edge and completely encompass the dripline of trees identified for retention. Flagging should include signs reading "Tree Save Area."

(3) All construction activities shall be located outside of the dripline of trees identified for retention.

(4) Site plans shall be designed to provide long-term protection of trees identified for retention. Site design shall incorporate one of the following to provide protection of retained trees:

- (a) Curbing or other physical barrier in areas used by vehicular traffic;
- (b) Fencing around areas adjacent to areas not used by vehicular traffic; or
- (c) Other protection means subject to approval by the director.

(5) All trees identified for retention may be pruned and otherwise maintained at the property owner's discretion; provided, that topping of retained trees and removal of more than 25 percent of existing limbs shall only be permitted under the direction of a certified arborist. (Ord. O2005-175 § 1)

21A.35.240 Tree replacement and enforcement

This section shall apply in addition to the provisions of SMC Title 23, Code enforcement.

(1) Any significant tree lawfully removed pursuant to SMC 21A.35.210(3), (7) or (8) Tree retention requirements, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH); and
- (c) Each significant trees shall be replaced with one (1) new tree.

(24) Any tree removed in violation of SMC 21A.35.210, Tree retention requirement, or any tree removed pursuant to the exception process of SMC 21A.35.210(6), Tree retention requirement, shall be subject to the following replacement requirements:

- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;
- (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least ~~two~~ and one-half (2.5) inches in diameter (DBH); and
- (c) Trees shall be replaced subject to the following replacement ratios:
 - (i) Removed trees with a DBH greater than nine (9) inches up to twelve (12) inches shall be replaced by four (4) trees;
 - (ii) Removed trees with a DBH greater than twelve (12) inches up to sixteen (16) inches shall be replaced by six (6) trees; and
 - (iii) Removed trees with a DBH of sixteen (16) inches or more shall be replaced by eight (8) trees.

(32) Financial guarantees for replacement trees may be required consistent with the provisions of SMC Title 27A.

(43) At the discretion of the director, each tree removed in violation of this chapter may be considered a separate code enforcement case for the purposes of SMC Title 23, Code Enforcement. (Ord. O2005-175 § 1)