



# City Council, Special Joint Meeting With Sammamish Plateau Water

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## AGENDA

5:30 pm – 10:00 pm

October 11, 2016

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Approval of Agenda**

**Open Joint Meeting (with Dinner)**

**Topics:**

- Water Quality
- Northern Diversion Line/Metro Wastewater Conveyance
- Growth Management/Planning
- Other Items (Time Permitting)
  - ✓ Automated Meter System
  - ✓ ILA/Franchise Agreement

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

**Public Hearings - None**

**Unfinished Business - None**

**New Business**

1. **Contract:** Zackuse Creek Culvert Replacement Project/Otak
2. **Presentation/Discussion:** 2017/2018 Budget
3. **Discussion:** Council Commission Recruitment Process

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.

**Council Reports/ Council Committee Reports**

**City Manager Report**

**Executive Session – If necessary**

**Adjournment**

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**Meeting Date:** October 11, 2016

**Date Submitted:** 10/4/2016

**Originating Department:** Public Works

**Clearances:**

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

**Subject:** Zackuse Creek Fish Passage Project

**Action Required:** Authorize the City Manager to execute a Contract Agreement with Otak to provide Professional Services in support of the Zackuse Creek Fish Passage Project

**Exhibits:**

1. Agreement for Services
2. Project Vicinity Map

**Budget:** The 2015-16 Mid-Biennial Budget allocates \$4,038,286 in the Surface Water Capital Fund (Fund 438-431-595-40-63-00).

**Summary Statement:**

Professional services are needed to support the City of Sammamish in the design and permitting of the Zackuse Creek Fish Passage Project. Project construction is scheduled to be completed in 2018 to allow fish passage and habitat for the late run Lake Sammamish Kokanee salmon, which spawn from late October to January.

**Background:**

On June 21, 2016, the City Council adopted the 2017-2022 Six-Year Stormwater Capital Improvement Plan which prioritized the design and construction of the Zackuse Creek Fish Passage Project. This project is comprised of two primary components:

The first component replaces an existing, undersized 30-inch concrete culvert under East Lake Sammamish Parkway NE (ELSP) so that it is fish passable.

The second component is to restore, reconstruct, and realign approximately 200 linear feet of the existing Zackuse Creek channel upstream of the ELSP culvert. The existing channel is choked, braided and has caused significant embankment erosion on ELSP. The work will include altering the channel morphology and gradient to enhance Kokanee spawning habitat and significantly reduce the risk of major, lateral channel migration. In addition to public outreach, surveying and permitting, consultant services are

needed to provide a thorough understanding of the hydrology, hydraulics, and sediment transport characteristics of Zackuse Creek in order to complete final engineering plans and specifications.

There are two King County culverts downstream of the ELSP culvert that partially block spawning Kokanee salmon under certain conditions. This project will include coordination with King County regarding the permitting and design to ensure project impacts are minimized and mitigated.

**Financial Impact:**

The cost of this work is an expense the 438 (Storm Capital) fund can support and is also included in the proposed 2017-2018 budget. The 2015-16 Mid-Biennial Budget allocates \$4,038,286 in the Surface Water Capital Fund (Project number 438-431-595-40-63-00). We anticipate expending approximately \$100,000 for the design in 2016 with the remainder of the contract amount to be spent in 2017.

The City was successful in receiving two grants from King County totaling \$332,400:

- King County Waterworks Executive Council Grant in the amount of \$157,400, and
- King County Flood Reduction Grant in the amount of \$175,000 (received on 10/4/16 and was unanticipated and currently not included in the budget revenues)

**Recommended Motion:**

Authorize the City Manager to execute a Contract Agreement with Otak for an amount not to exceed \$331,189 for Professional Services for this project in association with the Zackuse Creek Fish Passage Project.

Authorize the City Manager to retain a management reserve of \$50,000 for unanticipated contract services needed to complete the project.

Exhibit 1

CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES

Consultant: OTAK

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and OTAK, 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 sum not to exceed \$331,189

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

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

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

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

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

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

## Exhibit 1

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

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

### 7. Insurance.

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

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

#### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
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:

## Exhibit 1

- I. 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 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 1

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

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

Company Name OTAK  
Contact Name Greg Laird  
Street Address 11241 Willows Road, NE, Suite 200  
City, State Zip Redmond, Washington 98052  
Phone Number 425.739.4204  
Email greg.laird@otak.com

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

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

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

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

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

By: Russell Gaston

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

Print Name: RUSSELL GASTON, PE

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

Title: PRINCIPAL

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

Date: 10/05/16

Attest/Authenticated: \_\_\_\_\_

Approved As To Form: \_\_\_\_\_

City Clerk

City Attorney

**Attachment B**  
**City of Sammamish**  
**Zackuse Creek Fish Passage Project**  
**Scope of Work**  
**Otak Project No. 32794**

The Zackuse Creek Fish Passage project is comprised of two project components which the City of Sammamish (City) intends to construct by the fall 2018 kokanee salmon run.

The first component replaces an existing 30-inch concrete culvert under East Lake Sammamish Parkway NE (ELSP) so that it is fish passable. The design will emulate the expected background range of streambed processes during low through high flows and will qualify for permit approval from all jurisdictional agencies.

The second project component is to restore, reconstruct, and realign approximately 200 ft. of the existing Zackuse Creek channel upstream of the ELSP culvert. The work will include altering the channel morphology and gradient to enhance kokanee spawning habitat and significantly reduce the risk of major, lateral channel migration. This section of Zackuse Creek contains the majority of the potential spawning habitat and is under private ownership.

There are two King County culverts downstream of the ELSP culvert that partially block spawning kokanee salmon under certain conditions. This project will include coordination with King County regarding the permitting and design to ensure project impacts are minimized and mitigated.

Other key features of the project include:

- Permit acquisition, environmental review and mitigation.
- Critical area survey.
- Culvert and road way design including constructability review.
- Utility coordination.
- Coordination with King County regarding design, permitting and replacement of two downstream culverts.
- Stakeholder coordination and general public outreach.

It is critical that this project be constructed before the fall 2018 run of the native Lake Sammamish kokanee salmon.

The project will be accomplished in three phases – Preliminary Design, Final Design and Permitting, and Construction Bidding Engineering Support.

*Zackuse Creek Fish Passage Project*

## Phase I—Preliminary Design (Tasks 1- 6)

Phase 1 will begin by gathering data, identifying project goals, and looking at alternatives to meet the goals. An alternatives analysis memorandum will be prepared and reviewed by the City. The City, with provide input from project stakeholders and will determine which alternative to take through design development. Work up to this point is described as Phase 1A throughout this scope of work. It is anticipated that the following items of work will be needed to accomplish Phase 1A:

- Topographic surveying and base mapping.
- Gather pertinent data including wetland delineation and stream assessment (field work and evaluation).
- Determine work required to achieve a successful permitting strategy, including documented discussions with appropriate permitting agency staff.
- Rudimentary culvert type, size and location analysis.
- Gather information on existing utilities and perform a cursory review of the impact utilities will have on each alternative.
- Up to two culvert and two stream alignment and profile configurations will be analyzed. All alternatives will assume that the road will be built to its long-term width as recommended by the City.
- One public open house meeting.

Once the preferred alternative has been selected for both the culvert and creek alignment/profile, the Consultant will continue gathering data and proceed with the development of the project to the 30-percent design level. Environmental documentation and technical memoranda will be prepared to document existing conditions and project impacts for each project element, including stream, wetland, roadway storm runoff, traffic, geotechnical, cultural resources, utilities, and construction staging. This documentation will be assembled into a preliminary design report. This work will be described as Phase 1B throughout this scope of work.

## Phase 2 – Final Design and Permitting (Tasks 4 and 7)

Phase 2 includes the final design and construction documents (plans, special provisions, and engineer's estimate). The documents will be prepared in accordance with the City and WSDOT Standards. Environmental documentation and permits will be prepared and submitted in Phase 2 to obtain necessary permits for construction.

## Phase 3 – Construction Bidding Engineering Support (Task 8)

Upon completion of Phases 1 and 2, the Consultant will assist the City with clarifications and addendums during construction bidding of the project.

## Project Criteria

Reports and plans shall be developed in accordance with the latest edition and amendments as of the deliverable of the 30% design.

## Project Schedule

The preliminary project schedule will be developed prior to the notice to proceed for the project and updated as changes occur. The anticipated major milestones are:

Phase	Milestone
1A	Alternatives Analysis Memorandum, including planning level cost estimates
1A	Public Open House meeting
1A	City Review and Selection of Preferred Alternative
1B	Preliminary Design Report, including technical memoranda from each discipline and 30%
2	Final Engineering 60%, 90%, and Final PS&E
2	Public Open House meeting
3	Construction Bid Opening

The duration of the reviews by the City, WDFW, Ecology, and the Corps of Engineers will be provided in the project schedule.

## Items and Services to Be Furnished by the City

The City will provide the following items and services to the Consultant that will facilitate the engineering design and preparation of the construction documents for work within the limits of the project. The Consultant is entitled to rely on the accuracy and completeness of this and other data furnished and represented by the City and others, including but not limited to, survey and traffic data.

- Available as-built drawings and information on other projects in the immediate vicinity.
- Traffic counts for pavement design, if available.
- Rights-of-entry upon all lands necessary for the performance of the work.
- Consolidation of all review comments by others onto one review set prior to return to the Consultant.
- Payment of all permit fees.
- Reproduction and distribution of Bid Documents to potential bidders and interested parties.

## TASK 1: PROJECT MANAGEMENT

The objective of this task is to ensure effective and efficient communication between the Consultant and the City project team members involving the submittal and payment of invoices in a timely manner, proactively anticipate and resolve problems, and the assurance of quality products that meet the project's goals and objectives. This includes:

- The Consultant will participate in bi-weekly project check-in meetings or conference calls with the City's Project Manager for the active design portion of the project.
- Produce a monthly invoice showing the previous month's billing by hours and tasks, percentage of project completion to date by task, a project status report by task, and an updated master project schedule using Microsoft Project.
- Organize and participate in a Project Kick-Off meeting with City Staff.
- Implement a Quality Assurance/Quality Control program of major deliverables prior to submitting to the City.

### Assumptions

- Consultant will develop Project Kick-Off meeting agenda and materials, provide hard copies of all materials and a meeting summary including a record of all decisions.
- The Consultant Project Manager will participate in each bi-weekly project meeting in person or via telephone conference.

### Deliverables

1. Monthly invoices, project status report, updated MSP master schedule.
2. Kickoff Meeting Agenda and materials for all attendees.
3. Notes summarizing the Kickoff Meeting.
4. Email summary of bi-weekly meetings with City Project Manager.

## TASK 2: PUBLIC OUTREACH

The objective of this task is to communicate with the public and stakeholders about this project, obtain their feedback and incorporate their comments as appropriate.

- The Consultant will organize and attend up to two Public Open Houses, develop informational posters and other material for the Open Houses, and provide a summary of each event. The Consultant will assist with advertising the meetings through social media and other avenues as needed.
- The Consultant will organize and participate in up to two stakeholder meetings with King County Parks, Zackuse Creek adjacent property owners, Snoqualmie Tribe, Muckleshoot Tribe and other City identified stakeholders.

**Assumptions**

- City staff will provide logistical support for the Open Houses and stakeholder meetings by reserving the room.
- Consultant staff in attendance at each meeting will include the Consultant project manager and outreach lead.

**Deliverables**

1. Social media and contribute to City website notices for open house events.
2. For each Open House, up to 3 displays and roll-out project map, sign-in sheet, agenda, and handouts.
3. For each Open House, a summary memo.
4. For each stakeholder meeting, agenda, roll-out project map, and handouts.
5. For each stakeholder meeting, a summary memo.

**TASK 3: SURVEY**

The objective of this task is to obtain the necessary topographic and base-mapping survey of the project area to aid in the design process. The Consultant will prepare a base map of the project area and stream cross sections, ensure appropriate potholing for City-owned and/or other public / private utilities (Sammamish Plateau Water, PSE, etc.) is performed, and survey the pothole locations.

**Assumptions**

- City ROW, King County Parks, private property corners and recorded easements associated with Zackuse Creek from its mouth at Lake Sammamish to 206th Ave NE shall be surveyed.
- The Consultant will obtain title reports for each parcel and the Consultant will calculate the property boundaries and road rights-of-way.
- Zackuse Creek and inline existing culverts will be surveyed from mouth at Lake Sammamish to 206th Ave NE.
- East Lake Sammamish Parkway NE will be surveyed minimum of 1,000 feet as centered on existing 30-in diameter ELSP culvert.
- Zackuse Creek, where existing channel is undefined on Pereyra property, shall be surveyed minimum 600-ft width as centered by a straight line between defined creek channel to existing 30-in diameter ELSP culvert.
- Existing stream cross sections shall be surveyed sufficient to provide modeling inputs and meet permit requirements.
- Control survey in NAD '83/91 Horizontal Datum, with all elevations derived from and checked with NAVD'88 Vertical Datum per the City's Control Network.
- The Consultant will call for locates, pothole, obtain a right-of-way use permit, and provide traffic control as needed.
- Potholing shall be provided to definitely determine utility locations in East Lake Sammamish Parkway NE in the proximity of the project.

*Zackuse Creek Fish Passage Project*

- The City will obtain the necessary right-of-entry, temporary and permanent easements, and/or other permissions from King County and private property owners. The City will provide copies of right-of-entry granted.
- The Consultant will survey the location of Wetland Flags as marked in the field (Task 4) and other features as identified by hydrologic and geomorphic assessment (Task 6).
- If available from King County, the City will provide Consultant in CAD format topographic and base mapping for King County Trail vicinity.
- This task does not include construction survey.

### Deliverables

1. Two temporary control/benchmarks away from potential project construction area shall be installed.
2. Project topographic and base map (CAD and pdf) to be incorporated into other tasks, as needed.

## TASK 4: PERMITTING, ENVIRONMENTAL REVIEW AND SPECIAL STUDIES

The objective of this task is to identify and assist with acquiring all the permits, environmental review and special studies required for this project. Permitting and regulatory compliance will be done in parallel with existing conditions documentation, analysis, and project design as follows.

### 4.1 Critical Areas report and JARPA Preparation

The Consultant will conduct wetland delineations within the identified project area of potential impacts from East Lake Sammamish Parkway NE to 206th Avenue NE. Stream data will be collected to establish baseline conditions and inform subsequent permit applications and support documentation. The delineated wetland boundaries, data plots within the proposed project area, and ordinary high water marks will be marked with flagging or stake wire flags as appropriate. A Critical Areas Report will be completed as part of this subtask.

The Consultant will prepare a JARPA for the project when the project reaches a 30 percent design stage. The JARPA and Critical Areas Report will be used to apply for and support a Washington State Department of Fish and Wildlife (WDFW) Streamlined Hydraulic Project Approval (HPA) for a fish habitat enhancement project.

### 4.2 Specific Project Information Form (SPIF)

In order to comply with the Endangered Species Act (ESA), the Consultant will prepare a Specific Project Information Form (SPIF), per the Programmatic Biological Assessment (PBA) for Restoration Actions in Washington State and associated Biological Opinion (BiOp).

### 4.3 Cultural Resources

The Consultant will review the cultural and historic resource investigation completed for the King County culvert replacement project. That investigation may need to be supplemented to include the City's project. If additional cultural resource investigation is required, that work will be completed from the management reserve Task 9.3 and the Consultant will supervise preparation of a cultural and historic resources analysis and report for the City's project.

### 4.4 Ecology Construction Stormwater General Permit

The Consultant will prepare a Notice of Intent (NOI) to be submitted electronically to the Washington State Department of Ecology. The Consultant will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project for the project construction site.

### 4.5 Agency Meetings

The Consultant will organize and lead field meetings with City staff and representatives from regulatory agencies and interested tribal representatives. Field meetings will be conducted to explain project goals and objectives, project design, and to facilitate the permitting and regulatory compliance process.

### 4.6 Permit Facilitation

The Consultant will provide communications with state and federal permitting and regulatory agencies, as well as any interested tribal representatives, for the duration of the project. This task includes addressing all comments and answering questions concerning environmental documentation and permit application materials.

### Assumptions

- The Consultant will be the City's main point of contact with the permitting agencies.
- This task does not include geotechnical exploration and analysis.
- The Critical Areas Report for this task includes wetlands, streams and other fish and wildlife habitat conservation areas, and will not include information and analysis associated with frequently flooded areas, geologically hazardous areas, and/or aquifer recharge areas.
- The project will be designed and qualify as a Fish Enhancement Project and will receive a streamlined Hydraulic Project Approval (HPA), per Regulatory Code of Washington RCW 77.55.181 and Washington State Department of Fish and Wildlife.
  - As a Fish Enhancement Project, the project will be exempted from the requirements of SEPA, and no SEPA environmental checklist will be prepared as part of this scope.
  - The project will be exempted from local (City of Sammamish) permitting requirements, including critical areas ordinance compliance, shoreline permits, flood hazard permits, and other relevant local permits. Applications and support documentation for local permits will not be prepared as part of this scope.
- The JARPA and the Specific Project Information Form (SPIF) will be used to obtain a Department of the Army (Section 404) Nationwide 27 permit from the Corps of Engineers.

- The project will be designed to meet the criteria of one or more of the restoration actions outlined in the Programmatic Biological Assessment (PBA) for Restoration Actions in Washington State and associated Biological Opinion (BiOp).
  - An individual Biological Evaluation or Biological Assessment will not be prepared as part of this scope.
  - The Army Corps of Engineers, National Marine Fisheries Service, and U.S. Fish and Wildlife Service will concur that the project meets the criteria of one or more of the restoration actions outlined in the PBA/BiOp.
  - The project will result in a No Effect or a May Affect, Not Likely to Adversely Affect determination for listed fish species that may occur in the project action area.
- The project will not require compensatory wetland or stream mitigation.
- A monitoring plan for post-construction project performance will not be prepared as a component of this scope.
- The project will not require an individual Section 401 Water Quality Certification from Washington State Department of Ecology.
- Ecology Construction Stormwater General Permit will be required.
- The Consultant is not responsible for transfer of coverage for the Construction Stormwater General Permit for the project.
- The Consultant is expected to follow up and address any comments that may arise in the permit review process.
- Wetland delineation will extend from downstream end of existing culvert under East Lake Sammamish Parkway NE to 206th Ave NE.
- Zackuse Creek stream characterization will extend from mouth at Lake Sammamish to 206th Ave NE.
- There will be up to two field meetings with City staff, representatives from permitting agencies, and tribal organizations.

### Deliverables

1. List of all permits, environmental review and special studies required to finalize design and construct this project.
2. Field meeting summary memorandum for each one (Electronic PDF).
3. One draft and one final Critical Areas Report (Electronic Microsoft Word and PDF, and hard paper copies as needed by each permit).
4. One draft and one final of Joint Aquatic Resources Permit Application (JARPA) (Electronic Microsoft Word and PDF, and hard paper copies as needed by each permit).
5. One draft and one final of Specific Project Information Form (SPIF) (Electronic Microsoft Word and PDF, and hard paper copies as needed by each permit).
6. Application (NOI) for Ecology Construction Stormwater General Permit submitted on-line. SWPPP submitted to the City.
7. One draft and final application package for each permit and environmental review (Electronic PDF and hard paper copies as needed by each permit).

### *Zackuse Creek Fish Passage Project*

## TASK 5: GEOTECHNICAL EXPLORATION AND ANALYSIS

The objective of this task is to conduct all necessary geotechnical explorations and analysis for the project. The Consultant will perform a site reconnaissance, conduct a geotechnical engineering investigation, produce a Geotechnical Report, and assist with geotechnical aspects of project plans and specifications.

A site reconnaissance will be conducted to observe site surface conditions and evaluate accessibility for subsurface explorations. During the site reconnaissance, the Consultant will identify planned/proposed exploration locations, request underground utility locates, and schedule the field investigation work.

Geotechnical support will include compilation and evaluation of the field and laboratory data and prepare exploration logs, and preparation one or more geologic cross sections to depict stratigraphic conditions.

For the culvert replacement, geotechnical engineering analyses will be completed with respect to seismic/liquefaction hazards; foundations; abutment walls; staged construction; temporary excavations; construction dewatering; and pavement restoration.

For the upstream realignment, soil conditions will be evaluated as related to temporary and permanent slopes, bank stability and scour protection, etc. Geotechnical engineering assistance and coordination will be provided with respect to geotechnical aspects of the project plans and specifications.

A draft geotechnical engineering report will be prepared with field and laboratory data, and conclusions and recommendations for design and construction of the proposed culvert(s) and stream re-alignment.

### Assumptions

- For the culvert along ELSP, up to two exploratory borings will be coordinated and conducted.
- For the upstream restoration of Zackuse Creek, up to five hand auger borings will be coordinated and conducted to characterize the site soils that will be excavated/impacted by any proposed re-alignment.
- A truck mounted drilling rig will be utilized to drill/sample borings.
- The Consultant will prepare and submit a ROW use permit application for any work that will impact the public right-of-way.
- The geotechnical engineer will participate in the initial project kickoff meeting.

**Deliverables**

1. One draft and a final Geotechnical Report (One electronic PDF, one final signed, stamped hard copy geotechnical report, and hard copies as needed for permitting).
2. ROW use permit application, as needed. (Electronic application).
3. Input (text and redline markups) to project plans and specifications.

**TASK 6: ALTERNATIVES ANALYSIS AND PRELIMINARY ENGINEERING**

The objective of this task is to select the preferred location and alignment of the culvert and creek by conducting an alternatives analysis (10% design) based on previous studies, field survey, site reconnaissance, modeling and analysis, stream geomorphology analysis, engineering and environmental judgement, and stakeholder involvement. This task includes conducting hydrologic modeling necessary for the selection of streamflow rates necessary for designing the creek realignment to provide Kokanee spawning habitat. This task also includes the hydraulic modeling necessary for designing a profile from Lake Sammamish to 206th Ave NE that includes fish passage culvert and stream sizing. This task also includes construction staging analysis to maintain traffic on East Lake Sammamish Parkway during construction.

**6.1. Hydrologic and Hydraulic Modeling and Analysis**

The purpose of this subtask is to develop a thorough understanding of existing hydrologic, hydraulic, and sediment transport conditions that will be used to facilitate the development of the project design and to provide the necessary analyses to support the hydraulic design of the proposed channel realignment and culvert replacement.

To perform this subtask, Consultant will:

- Compile and review available data and previous studies on the creek.
- Conduct a site investigation and geomorphic assessment to better understand existing channel dynamics, sediment sources and reach geomorphic processes.
- Identify survey needs for hydraulic modeling.
- Perform a hydrologic analysis by developing a WWHM model of the Zackuse Creek drainage basin. The WWHM analysis is needed given that lack of local stream gage data and the need to quantify the magnitude and frequency over the entire range of flows and not just peak discharges.
- Develop a one-dimensional steady flow HEC-RAS model that represents existing conditions along the creek extending from the mouth at Lake Sammamish upstream to 206th Avenue NE. Run the model for a range of flows up through the 100-year flood peak.
- Based on the hydraulic analysis and geomorphic assessment perform a sediment continuity (sediment budget) analysis to estimate bed material sediment loads to each stream segment and Lake Sammamish, and existing sediment deposition in each reach.
- Based on the analysis of existing conditions including input from previous studies, environmental and engineering judgement, and stakeholder involvement, conduct an alternatives analysis to develop alternatives for the channel realignment and culvert fish passage design.

- Provide geomorphic assessment of the likely channel responses to the alternatives.
- Conduct the necessary hydraulic and sediment transport (sediment budget) calculations to facilitate the selection of a preferred alternative.
- Develop a final HEC-RAS model of the preferred alternative.
- Perform a sediment continuity analysis of the preferred alternative to demonstrate that the proposed channel will transport the estimated sediment supply. The analysis will also estimate changes to sediment loading to Lake Sammamish as a result of improving sediment continuity through the project reach.
- Utilize the hydraulic model results to perform the necessary hydraulic calculations to support the project design such as scour estimates, stability of large wood, etc.

**Deliverables:**

- Hydraulic model developed for the project in WWHM and HECRAS format.

## 6.2 Culvert Design

The Consultant will define and evaluate up to two culvert alternatives. All alternatives will assume that the culvert will be built to its long-term width as recommended by the City.

Each alternative will be evaluated based on environmental benefits, construction access and staging feasibility, cost, aesthetics, and other project goals identified through the Public Outreach process. The evaluation will be summarized in the Alternatives Analysis technical memorandum.

No structural calculations will be performed under this subtask.

## 6.3 Utility Coordination

The Consultant will begin communications with franchise and private utility companies shortly after the Notice to Proceed, to gather information on the existing utilities, to verify status of the existing facilities, and to discuss preliminary type, size and location of utilities that would be crossing the bridge.

As part of the alternatives analysis, the Consultant will perform a cursory review of the impacts utilities will have on each alternative and provide a summary for inclusion in the Alternatives Analysis technical memorandum.

## 6.4 Preliminary Design Report (Phase IB)

As the preferred alternative is completed to a 30% design level, technical memoranda, reports, plans and cost estimates will be assembled into the Preliminary Design Report. The report will contain input prepared under several of the preceding tasks as described in each section, as well as 30% design-level plans and cost estimate.

The contents of the Preliminary Design Report will include the following:

- Project Introduction
- Project Goals
- Design Criteria and Exceptions
- Summary of Alternatives Analysis
- Existing Conditions
- Environmental Documentation
- Geotechnical Report
- Permitting Strategy
- Utility Coordination
- Roadway and other Transportation Features Design Considerations
- Storm Drainage Design Considerations including proposed LID techniques
- Hydraulic and Scour Analysis
- Structures Type, Size and Location Report
- Construction Considerations
- Cost Estimate
- Recommendations and Conclusions
- 30% Design-level Plans
- Site Photos

### **Assumptions**

- The Consultant will meet with the City and key stakeholders (under Task 2) to discuss the Alternatives Analysis results before making a recommendation regarding the preferred creek and culvert alignment.
- Up to two alternative options will be analyzed for the creek design and construction.
- Up to two alternative options will be analyzed for the culvert design, including foundation type, and construction.
- Construction staging alternatives will be identified and evaluated as appropriate.
- An Alternative Analysis Report will include modeling documentation and assumptions.
- Preliminary Engineering Design Report shall include description of the recommended alternative, assumptions, summary of stake holder process, and 11x17 preliminary design plans.
- The preferred alternative will reflect the survey base map, modeling results and recommendations from the Geotechnical and stream channel and habitat analyses. The proposed recommended culvert design and creek alignments will reflect desired final elevations and the creek's low flow cross section and alignment.
- All documents will be provided to the City in electronic format.

### **Deliverables**

1. One draft and one final of the Alternatives Analysis Report (10% Design, (Microsoft Word and PDF format).

2. One draft and one final of the Preliminary Engineering Design Report (30% Design) including the modeling assumptions, and cost estimate (Microsoft Word and PDF format).
3. Electronic copy of the model upon project completion.
4. 30% Plans and cost estimate.

## **TASK 7: PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)**

The objective of this task is to develop final PS&E to advertise the project for construction.

### **7.1 60% Plans and Construction Cost Estimate Update:**

Comments from the City, King County and other key stakeholders on the 30% Plans will be incorporated into the 60% Plans and Estimates. Draft Special Provisions and a draft Construction Stormwater Pollution Prevention Plan will be developed.

### **7.2 90% PS&E:**

Comments from the City, King County and other key stakeholders on the 60% Plans will be incorporated into the 90% Plans, Specifications and Estimates. The draft Special Provisions and draft Construction Stormwater Pollution Prevention Plan will be updated.

### **7.3 Final PS&E (Bid set):**

Comments from the City, King County and other key stakeholders on the 90% Plans will be incorporated into the 100% PS&E which will result in the final, bid ready PS&E.

#### **Assumptions**

- The City and Consultant will meet to review each round of comments before updating the next set of PS&E.
- The City will provide boiler plate contract documents and Special Provisions.
- All documents will be provided to the City in electronic format.
- Consultant will provide performance specifications for culvert design.
- All relevant codes and current design standards will be followed including City of Sammamish Public Works Standards, WSDOT Standard Plans and Specifications AASHTO LRFD Bridge Design Specifications (for culvert and wingwalls).

#### **Deliverables**

- 60% Plans, updated cost estimate, draft Special Provisions, draft Construction Stormwater Pollution Prevention Plan.
- 90% PS&E, updated cost estimate, updated draft Special Provisions, updated draft Construction Stormwater Pollution Prevention Plan.
- Documentation of each comment received and associated response to the 30%, 60%, and 90% PS&E.
- Final PS&E, final Construction Stormwater Pollution Prevention Plan.

*Zackuse Creek Fish Passage Project*

## **TASK 8: CONSTRUCTION BIDDING ENGINEERING SUPPORT**

The objective of this task is to provide addendums and clarifications during construction bidding.

### **Assumptions**

- Up to two (2) addendums will be provided.
- Up to two (2) clarifications will be provided.

### **Deliverables**

- Addendums and clarifications, as needed.

## **TASK 9: MANAGEMENT RESERVE**

This task is reserved for additional work the City may want add to this Scope of Services. Potential additional tasks may include:

- 9.1 Supplemental Survey and Easement Documentation.
- 9.2 King County Culverts PS&E incorporation into City construction bid documents.
- 9.3 Additional Permit Requirements.

Exhibit 1

City of Sammamish Zackuse Creek Fish Passage  
 Fee Estimate  
 Otak, Inc., Project 32794

Exhibit E-1

Task	Description	# of Sheets	Proj. Mgmt.	Roadway		Structural		Environmental		Storm and Channel			Scour	Landscape					Survey		CADD	Admin			Total Hours (Otak)	Total Fee by Task (Otak)	Other Direct Costs	Geotech	Total Fee by Task (Team)		
			PIC / Sr. PM Civil	CE VII	CE III	CE X	CE V	CE III	Scientist IV	Scientist III	CE V	CE III	ED III	Sr GIS Specialist Planner	CE X	PIC/Planning	Landscape Architect V	Landscape Architect III	Landscape Technician I	Planner Associate III	PLS Sr. Manager	Survey Technical	Survey Technician (2-man)	Engineering Tech IV				Project Admin Assistant		Contract Admin	Aspect
1.0	Project Management		62	12		8	2			12			8	8									22	4	138	\$22,747			\$22,747		
2.0	Public Outreach		8										16		40		28									92	\$9,780		\$9,780		
3.0	Survey and Easements																		19	54	96					169	\$26,364	\$4,394	\$30,758		
4.0	Permitting, Environmental Review and Special Studies																														
4.1	Critical Areas Report and JARPA Preparation							56	96	16																168	\$20,517		\$20,517		
4.2	Specific Project Information Form (SPIF)							16	8																	24	\$3,033		\$3,033		
4.3	Cultural Resources																									16	\$1,982		\$1,982		
4.4	Ecology Construction Stormwater General Permit							8	8																	20	\$2,480		\$2,480		
4.5	Agency Meetings							8	8	4																20	\$2,480		\$2,480		
4.6	Permit Facilitation							24	32																	56	\$6,875		\$6,875		
5.0	Geotechnical Exploration and Analysis			4			8																			12	\$1,616	\$37,002	\$38,618		
6.0	Alternative Analysis and Preliminary Engineering																														
6.1	Hydrologic and Hydraulic Modeling and Analysis		4						26		106		20	56									4			216	\$27,183		\$27,183		
6.2	Culvert Design			4	20		20	32														12				88	\$9,488		\$9,488		
6.3	Utility Coordination			6	20																					26	\$2,937		\$2,937		
6.4	Preliminary Design Report, Plans, and Estimate		24	16	28		8	16	4		20	60	60	20	2	8		20				24	20			330	\$35,857		\$35,857		
7.0	Final Plans, Specifications and Estimate (PS&E)																														
7.1	60% Plans and Construction Cost Estimate Update		10	20	20	4	10	20			20	60	40		2	12		24				120	8			370	\$36,316		\$36,316		
7.2	90% Plans and Construction Cost Estimate Update		10	20	60	4	10	20			20	60	60		2	12		16				120	8			422	\$41,575		\$41,575		
7.3	Final PSE Bid Set		4	12		2	8	12			10	40	20			8		16				40	12			184	\$18,387		\$18,387		
8.0	Construction Bidding Engineering Support		8				24	20			24	24										12	12			124	\$14,216		\$14,216		
Total Hours			130	94	148	18	90	120	116	178	126	350	180	40	64	30	40	40	76	28	19	54	96	328	86	4	2,455				
Billing Rate (including OH and Profit)			\$212.61	\$140.03	\$104.86	\$189.16	\$131.97	\$104.10	\$131.39	\$116.30	\$124.65	\$105.59	\$86.07	\$113.28	\$170.68	\$161.71	\$115.11	\$84.42	\$82.11	\$75.52	\$158.21	\$105.60	\$183.91	\$71.67	\$73.32	\$84.91					
Total Labor Cost, including Overhead and Profit			\$27,640	\$13,163	\$15,519	\$3,405	\$11,877	\$12,491	\$15,242	\$20,701	\$15,706	\$36,956	\$15,493	\$4,531	\$10,923	\$4,851	\$4,604	\$3,377	\$6,240	\$2,114	\$3,006	\$5,702	\$17,656	\$23,509	\$6,306	\$340	\$281,353		\$281,353		
Direct Expenses																													\$12,835	\$37,002	\$49,837
Project Total																											\$281,353	\$12,835	\$37,002	\$331,189	

assumed 3% of labor

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

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

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

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

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

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

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

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

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

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

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

*ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED*

*For Department Use Only*

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

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

*Finance Dept.*

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

EXHIBIT C



TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

Corporation                       Partnership                       Government Consultant  
 Individual/Proprietor                       Other (explain)

TIN No.:                      91-1324129

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

Print Name:                      Russell Gaston, PE

Title:                      Principal

Business Name:                      Otak, Inc.

Business Address:                      11241 Willows Road NE, Redmond, WA 98052

Business Phone:                      425-822-4446

10/05/16  
Date

Russell Gaston  
Authorized Signature (Required)

## Exhibit 1

Lake Sammamish

# Zackuse Creek Fish Passage

 Proposed Realignment

 Existing Alignment

 Culvert



- NTS -

King County Existing Culverts

E Lk Sammamish Pkwy Existing Culvert

Proposed Realignment

Existing Alignment

Zackuse Creek

EAST LAKE SAMMAMISH SHORE LN NE  
EAST LAKE SAMMAMISH PKWY NE

LOUIS THOMPSON RD NE

205TH CT NE  
NE 3RD ST

207TH AVE NE

NE 2ND ST

206TH AVE NE



**Discussion:**

# **2017-2018 Biennial Budget**







**Meeting Date:** October 11, 2016

**Date Submitted:** 10/6/2016

**Originating Department:** Admin Services

**Clearances:**

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

**Subject:** Updating the Council Commission Recruitment Process

**Action Required:** Approve process and direct City Clerk to begin recruitment

**Exhibits:**

1. Draft Commission Recruitment Process
2. Draft Application Questions

**Budget:** Not Applicable

**Summary Statement:**

The existing Council commission recruitment process has become difficult and time consuming. The current practice of interviewing at a Council meeting(s) all applicants who seek appointment to Council commissions is time consuming for both the applicant and the Council. This is a burden for the applicants that must wait late into the evening for their chance to interview. Staff is proposing changes to the Council commission recruitment process that seeks to accomplish the following:

- Garner additional information about the candidates' qualifications.
- Allow for a more thorough review of the candidates by City staff to generate a pool of only well qualified applicants for Council consideration in order to reduce the amount of time spent interviewing at a Council meeting and allow for a more in depth interview process for those who are interviewed, with the goal of being more respectful of candidates' time.

**Background:**

Every year there are vacancies on the four Council commission or boards. Applications are solicited and interviews of all of the applicants, regardless of qualification, are conducted at an open public meeting. In the past few years, interest in the commissions has grown. In 2013 there were 17 applicants for all commissions; in 2014 there were 25 applications for all commissions, in 2015 there 21 applications for all commissions and 19 applications for 2016. The average interview takes between 5-10 minutes. If there

are roughly the same number of applicants for 2017 as in the past, that translates to 2 hours and 45 minutes of Council time (plus the time it takes candidates to enter and leave the room).

The average Council meeting for 2015 was 4 to 4 ¼ hours long. As issues in the City become a focus for the residents (growth, trees, transportation projects), both the length of Council meetings and the interest in serving on commissions will grow. The increased use of social media will also attract more interested residents. An example of this is the recent recruitment for the Health & Human Services Task Force. The recruitment was for only one month and was only advertised on the website and other social media platforms. 26 applications were received.

Attached to this memo is a recommended process for selecting applicants for Council Commissions that is designed to streamline the process while still maintaining the Council's desire to appoint well-qualified candidates to serve on Council commissions. In developing additional questions for the application, staff listened to the questions that were asked repeatedly by Council during the last round of interviews. If there are any additional questions Council would like to see on the application, staff would appreciate that input tonight. Recruitment for commission members is scheduled to begin on October 15, 2016.

**Financial Impact:** N/A

**Recommended Motion:** Motion to approve proposed process for Commission recruitment.

## COMMISSION APPLICATION PROCESS

**October 15** Begin advertising for vacancies: Notice placed on website, ad in local papers, posted on social media sites, on-line application form available on City website

*Recruitment for 2017 will be as follows:*

Planning Commission	2 vacancies
Parks Commission	3 vacancies
Arts Commission	2 four-year term vacancies 1 three-year term vacancy
Beaver Lake MD Board	5 vacancies (five-year appointment)

**November 30** Application acceptance closes.

**December 1** All applications for all commissions will be provided to all Councilmembers for their review.

**December 6** Executive Session will be scheduled at the beginning of the meeting to discuss the applicants. Staff liaison's and Commission Chairs will be available to help the discussion process.

**December 16** Councilmembers will transmit, via email to the City Clerk, the names of no more than 2 candidates per vacancy for each Commission.

The nominations from each Councilmember will be tallied, and the top two candidates for each open position will be scheduled for an interview before the entire Council.

If a current Commissioner is seeking reappointment, and is nominated by all Councilmembers, that Commissioner will not be scheduled for an interview and the position will be considered filled.

**Example:** Planning Commission 2 vacancies  
Each Councilmember selects four candidates  
The 4 candidates receiving the most nominations will be interviewed for the 2 positions

**January 10** Interviews for each Commission will be conducted. This will be a special meeting and Council may want to consider an early start time for this meeting. Commission appointments will be confirmed via resolutions at this meeting. All appointments will be effective February 1, 2017.



## Arts Commission Application

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

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

Phone: \_\_\_\_\_

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

Years at this address (months years)

Within City Limits      Yes      No      Not Sure

City Employee            Yes      No      Former

1. Why are you interested in serving on the Sammamish Arts Commission?
2. What skills and relevant experience would you bring to the work of the Commission?
3. How would you deal with a disagreement in a board setting?
4. Which Sammamish Arts Commission programs or events have you attended?
5. What is your vision of public art in Sammamish?
6. If you were appointed to the Arts Commission, do you see the potential for a *conflict of interest* claim based on any personal interest you may have?
7. In our City, no board member has any authority from the City Council to speak for the City in any written or oral communications. Using your title as an arts commission member in your communications may create the perception that you are speaking for the City. Do you understand and agree that if you do such you will be dismissed from your position?

## Exhibit 2

## Beaver Lake Management District Board Application

Name

Address

City, State Zip

Telephone

Email Address

Years at this address (months years)

Within Boundary of the Beaver Lake Management District      Yes      No      Not Sure

City Employee              Yes      No      Former

1. Why are you interested in serving on the Beaver Lake Management District Board?
2. What skills and relevant experience would you bring to the work of the Board?
3. How would you deal with disagreement in a board setting?
4. If you were appointed to the Beaver Lake Management District Board, do you see the potential for a conflict of interest claim based on any personal interest you may have?
5. In our City, no board member has any authority from the City Council to speak for the City in any written or oral communications. Using your title as a board member in your communications may create the perception that you are speaking for the City. Do you understand and agree that if you do such you will be dismissed from your position?

## Exhibit 2

# Parks and Recreation Commission Application

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

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

City, State Zip \_\_\_\_\_

Phone: \_\_\_\_\_

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

Years at this address (months years)

Within City Limits      Yes      No      Not Sure

City Employee            Yes      No      Former

## **Please answer the following questions:**

1. Why are you interested in serving on the Sammamish Parks and Recreation Commission?
2. What skills and relevant experience would you bring to the work of the Commission?
3. How would you deal with a disagreement in a board setting?
4. What is your vision of an effective public policy regarding the acquisition, development and redevelopment of park facilities? Your vision for effective public policy regarding recreation services?
5. In your opinion, what are the unmet needs in our current Parks and Recreation programming?
6. If you were appointed to the Parks and Recreation Commission, do you see the potential for a conflict of interest claim based on any personal interest you may have?
7. In our City, no board member has any authority from the City Council to speak for the City in any written or oral communications. Using your title as a board member in your communications may create the perception that you are speaking for the City. Do you understand and agree that if you do so, you will be dismissed from your position?

## Exhibit 2

## Planning Commission Application

Name

Address

City, State Zip

Telephone

Email Address

Years at this address (months years)

Within City Limits      Yes      No      Not Sure

City Employee            Yes      No      Former

1. Why are you interested in serving on the Sammamish Planning Commission?
2. Have you attended any Commission meetings or watched them on Channel 21?
3. Describe the role of the Commission.
4. What topics on the Commission's work plan interested you most? What priorities should the Commission focus on in the next three to four years?
5. In your opinion, how should the City balance its goals for providing affordable housing, while maintaining the environmental qualities we share in Sammamish?
6. In your opinion, what are the major challenges facing the City in the next 5-10 years?
7. What unique knowledge, experience and perspective would you bring to the Commission? Please specifically address your experiences working collaboratively with others on policy-related matters.
8. How would you deal with a significant disagreement in a public setting among members?
9. If you were appointed to the Commission, do you see the potential for a *conflict of interest* claim based on any personal interests you may have? What would you do to address a perceived *conflict of interest*?
10. In our City, no commission or board member has any authority from the City Council to speak for the City in any written or oral communications. Using your title as a Planning Commission member in your communications may create the perception that you are speaking for the City. Do you understand the restriction and acknowledge there will be consequences for violations?

## Exhibit 2