



City Council, Regular Meeting

AGENDA

July 15, 2013

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

Presentation: Evergreen Ford

Presentation: Fire Services

Update: Community & Economic Development

Presentation: Habitat for Humanity

Public Comment

Note: *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.*

Consent Agenda

- Payroll for the period ending June 30, 2013 for pay date July 5, 2013 in the amount of \$292,990.78
- 1. Approval: Claims for period ending July 15, 2013 in the amount of \$1,649,763.75 for Check No. 35154 through No. 35276
- 2. Resolution: Granting Final Plat Approval To The Plat Of Brauerwood Estates PLN2011-00026
- 3. Resolution: Granting Final Plat Approval To The Plat Of Laurel Hills, Division 4
- 4. Bid Award: NE Sammamish School Intersection Improvement Project/R.W. Scott
- 5. Bid Award: 228th Avenue S & SE 24th Street Left Turn Pocket Extension Project/Watson Asphalt
- 6. Interlocal Amendment: Transit Service Direct Financial Partnership Agreement/King County/Sammamish/Redmond/Issaquah/Microsoft
- 7. Contract: Concurrency Management/David Evans & Associates
- 8. Contract: Stormwater Mapping/Gray & Osborne

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.

Public Hearings - None

Unfinished Business - None

New Business

9. Bid Award: 244th Avenue SE Non-Motorized Improvements Project/Rodarte Construction

10. Department Update: Parks & Recreation

11. Department Update: Community Development

- Tree Retention
- Hours of Construction
- Comprehensive Plan Update

Committee Reports

Council Reports

City Manager Report

Executive Session – If necessary

Adjournment

AGENDA CALENDAR

Sept 2013			
Tues 09/03	6:30 pm	Regular Meeting	Proclamation: Eastside's Month of Concern for the Hungry Presentation: WRPA Award Department Update: City Manager Bid Award: Inglewood Hill Pavement Overlay (consent)
Tues 09/10	6:30 pm	Joint Meeting PC/CC	Discussion: Community Center (120 mins) Discussion: Comprehensive Plan
Mon. 09/16	6:30 pm	Regular Meeting	Presentaton: Arts Commission 10 Year Anniversary Resolution: LWSD Bond/Levy Ballot Measure
Oct 2013			
Tues 10/01	6:30 pm	Regular Meeting	Public Hearing: Ordinance First Reading 2 nd Ja Huvinen/Barnett Property Street Vacation
Tues 10/08	6:30 pm	Study Session	Television Cable Franchise
Mon. 10/14	6:30 pm	Regular Meeting	Resolution: Comprehensive Plan
Nov 2013			
Tues 11/05	6:30 pm	Regular Meeting	
Tues 11/12	6:30 pm	Study Session	
Mon. 11/18	6:30 pm	Regular Meeting	
Dec 2013			
Tues 12/03	6:30 pm	Regular Meeting	
Tues 12/10	6:30 pm	Study Session	
Mon. 12/16	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items
Ordinance: Second Reading Puget Sound Energy Franchise			

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

<< June

July 2013

August >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 10 a.m. Family Volunteer Event 6:30 p.m. City Council Meeting	3 3 p.m. Sammamish Farmers Market	4 Independence Day City offices closed 6 p.m. Fourth on the Plateau	5 9 a.m. Fifth of July Clean Up	6
7	8 8:30 a.m. East meets West through Art, Poetry and Revolution 5:30 p.m. City Council Office Hour	9 12 p.m. Kiwanis KidsFirst! Performance Series 5 p.m. Community and Economic Development Committee Meeting 6:30 p.m. City Council Special Meeting / Study Session	10 3 p.m. Sammamish Farmers Market 3 p.m. Sustainable Sammamish 6:30 p.m. Parks and Recreation Commission Meeting	11 6:30 p.m. Planning Commission Meeting 6:30 p.m. Summer Nights in the Park	12	13
14	15 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Meeting	16 10 a.m. Family Volunteer Event	17 3 p.m. Sammamish Farmers Market	18 6:30 p.m. Community Garden Steering Committee 6:30 p.m. Summer Nights in the Park	19	20 10 a.m. Sammamish Walks 7 p.m. Shakespeare in the Park
21	22	23 12 p.m. Kiwanis KidsFirst! Performance Series	24 3 p.m. Sammamish Farmers Market 4 p.m. Finance Committee Meeting	25 6:30 p.m. Summer Nights in the Park 6:30 p.m. Planning Commission Meeting	26 6 p.m. Sammamish Landing Grand Opening & Beach Party	27 7 p.m. Shakespeare in the Park
28	29	30	31 3 p.m. Sammamish Farmers Market 5 p.m. IPAD Art Class	1	2	3
4	5	6	7	8	9	10

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

<< July

August 2013

September >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 p.m. Summer Nights in the Park	2	3
4	5	6 10 a.m. Family Volunteer Event 2 p.m. Safe and Sound Sammamish	7 9 a.m. Donate Blood at City Hall 3 p.m. Sammamish Farmers Market	8 6:30 p.m. Summer Nights in the Park	9	10 10 a.m. Sammamish Days 6 p.m. Sammamish Nights
11	12	13	14 3 p.m. Sammamish Farmers Market	15 6:30 p.m. Community Garden Steering Committee 6:30 p.m. Summer Nights in the Park	16	17 10 a.m. Sammamish Walks - Evans Creek Preserve
18	19 6:30 p.m. Arts Commission Meeting Canceled	20 10 a.m. Family Volunteer Event 12 p.m. Kiwanis KidsFirst! Performance Series	21 3 p.m. Sammamish Farmers Market	22 6:30 p.m. Summer Nights in the Park	23	24
25	26	27	28 3 p.m. Sammamish Farmers Market	29 6:30 p.m. Summer Nights in the Park	30	31
1	2	3	4	5	6	7

To: Mike Sauerwein, Director of Administrative Services

Date: July 11, 2013

From: Peter Moy, Principal

RE: Review of the City's Preliminary Fire Department Cost Analysis

Over the past year, the City of Sammamish has been discussing with its Eastside Fire and Rescue (EF&R) partners about using a different methodology for calculating each partner's share of the costs partially based on the use of the services as measured by the number of incidents for each partner. According to the City staff, the City offered to reduce the weight of incidents from 50% to 25%, but after many discussions and meetings, the City's EF&R partners decided not to change the current methodology. Because the EF&R partners have decided not to change the funding methodology, the City Council directed the City Manager to look at other fire department options for the City. The City has talked to other neighboring cities about providing fire and emergency medical services (EMS) and has also determined that it will now consider operating its own fire department. The City also talked with the EF&R partners about whether they wanted to contract with the City for services currently provided by Station 83, and they informally have said they would not need to have the City provide any services. As part of this effort, the City developed some preliminary cost estimates and engaged FCS GROUP to review the estimates and identify any other issues that the City should consider about how it will transition, operate, and manage its own fire department.

As part of our review of the cost estimates FCS GROUP did the following:

- ◆ Reviewed the City's cost estimates and compared the costs with those used in FCS GROUP's 2012 report on fire service alternatives,
- ◆ Identified other potential alternatives and issues that the City might encounter in starting and operating its own fire department, and
- ◆ Identified key policy issues that the City will eventually need to address.

THE CITY'S COST ESTIMATES

In May 2013, the City prepared a draft analysis of the costs for a three station and a two station fire department. The total costs identified by the City were \$6.1 million for a three station department and \$4.6 million for a two station department. The City made a number of assumptions:

- ◆ A three station department includes 48 staff with a Fire Chief, Deputy Fire Chief, Fire Marshal, 39 firefighters, a Human Resources Analyst, two Administrative Assistants, two Financial Specialists, and an IT Specialist. A two station department has 13 fewer firefighters, but all other staff remain the same.
- ◆ There will be a fleet replacement fund for its equipment and apparatus.

Firm Headquarters

Redmond Town Center
7525 166th Ave. NE., Suite D-215
Redmond, Washington 98052

Locations

Redmond, WA | 425.867.1802
Portland, OR | 503.841.6543
San Francisco, CA | 415.445.8947

Exhibit 1 shows the costs identified for the two different station configurations.

Exhibit 1
City Estimated Fire Department Costs

Cost Category	Three Station Department	Two Station Department
Personnel	\$4,682,687	\$3,539,914
Operating Supplies/Services	209,881	143,333
Electronic Equipment/IT	219,872	146,581
Fuel	\$40,000	26,667
Dispatch Services	120,000	120,000
Insurance	58,333	58,333
Facilities Maintenance	135,000	90,000
Fleet Replacement Fund	402,967	268,644
Fleet Maintenance	280,000	188,667
Total Costs	\$6,148,740	\$4,580,139

As part of the City's analysis, the above costs were compared with the City's 2013 EF&R budget at \$6,050,000 (net cost after non-partner revenues), a City of Bellevue option at \$6,865,722, and FCS GROUP's 2012 Study analysis at \$6,433,351.

OBSERVATIONS

Based on our review of the City's cost estimates, assumptions, and comparisons, there are a number of differences between the City's analysis and our 2012 analysis. In addition, there are other alternatives and issues that might affect the City's cost of operating its own department in the future, and before any additional analyses are performed, the City should provide additional guidance by identifying what its level of service and service delivery objectives are for the fire department.

COST ESTIMATES

The City's May 15, 2013 cost estimate for the three stations (City estimate) was compared to the cost estimate from FCS GROUP's 2012 analysis to operate its own three station fire department. As shown in Exhibit 2, the City's estimate is lower by \$284,611. The major reasons for this include differences in personnel cost estimates and the composition of staff, as well as differences in the estimated costs for IT, fleet maintenance, replacement reserves, and operating supplies. These differences are described in more detail below.

Exhibit 2
City Cost Estimate Comparison to the 2012 Study

Cost Category	City estimate (3 Stations)	2012 Study (AWC Salaries)	2012 Study w/o Batt. Chiefs
Personnel	\$4,682,687	\$5,810,718	\$5,339,643
Non-Personnel	1,466,053	622,633	622,633
Total	\$6,148,740	*\$6,433,351	\$5,962,276

**Does not incorporate the \$400,000 in potential revenue from the King County Medic One Levy.*

As shown in Exhibit 2, the City estimate for personnel costs is \$1.1 million less than the 2012 Study because the City used a different salary base and has a different staffing configuration.

- ◆ Differences in personnel costs: The personnel costs for the different types of staff used by the City estimate are on average 8% lower than those used by the 2012 Study. For example, the City estimate's total salary and benefits cost for a firefighter was \$87,906, while the 2012 Study's cost was \$106,426. The City estimate's personnel costs are based on averages from the 2012 AWC salary survey plus an additional 2.5%, while the 2012 Study used the average top step of salaries from the 2011 AWC survey (updated for 2012 using a regional consumer price index) for similar-sized jurisdictions in the Puget Sound area. Benefits were also calculated differently. The City estimate used 36% of salaries while the 2012 Study used 30% of salaries.
- ◆ Differences in staffing composition: The City estimate supports 39 firefighters, while the 2012 Study had 37 staff that included 27 firefighters, seven lieutenants, and three captains. Because lieutenants and captains are paid at a higher rate than firefighters, the 2012 Study's cost for staff to provide firefighting services was higher, all other things being equal. The 2012 Study also included costs for three battalion chiefs (\$471,075) as well as \$10,000 for volunteers. The City estimate did not include the cost of battalion chiefs or volunteers. By eliminating the station supervisory personnel, the cost are reduced significantly, but at the same time so is the direct supervisory experience and expertise. As a result, the City's estimate requires additional review to determine if the City's staffing configuration is operationally feasible.

The impact of these differences in staffing composition and personnel costs was partially offset by higher overtime costs, (\$306,000 for the City estimate compared to \$190,000 in the 2012 Study). As shown in Exhibit 2, the City's estimate for non-personnel costs is \$800,000 greater than the 2012 Study. The differences are the following:

- ◆ Electronic Equipment / IT: The City estimate included \$219,872 for electronic equipment/IT, while the 2012 Study had only \$10,000 for software and support.
- ◆ Fleet Replacement Reserves: The City estimate included a \$402,967 replacement fund contribution, while the 2012 Study did not include this kind of cost.
- ◆ Operating Supplies & Fuel: The City estimate had \$249,881 for operating supplies and fuel, while the 2012 Study had \$129,029.
- ◆ Fleet Maintenance: The City estimate included \$280,000 for fleet maintenance, while the 2012 Study had \$147,762.
- ◆ The impact of these City differences was partially offset by differences in the estimates for dispatch services (\$120,000 for the City estimate vs. \$162,509 for the 2012 Study).

If the City decides to continue its effort to create its own fire department, some of the costs will become more defined because the City will need to begin establishing a budget for 2014 and 2015. For example, before any hiring can be done, a salary schedule will need to be developed and adopted. As a result, specific salary ranges will be established and budget assumptions can then be made about what actual salaries might be.

OTHER ALTERNATIVES AND ISSUES

When the 2012 Study was conducted, the cost comparison was designed to show a scenario that was comparable to the current operating situation. Now that the City has decided to actively pursue operating its own fire department, the City has started to evaluate whether it needs to be a three station or two

station department and how it will staff and support its stations to provide the City's desired level of service. As mentioned in the previous section, the City has also identified different staffing configurations. In addition, there are transition and other start-up costs that might also be incurred to prepare the City for operating its fire department as of January 1, 2015. In the 2012 Study, transition costs were mentioned, but were not specifically identified at the time. Additional analyses necessary to help the City understand the fiscal and service impacts of creating its own fire department include the following:

- ◆ Develop and identify alternative staffing configurations, station locations, and costs to provide the fire department's emergency response services as well as staffing for other fire department responsibilities,
- ◆ Determine historical response times and service levels,
- ◆ Identify the transition activities and the costs that will impact the 2014 budget as well as the 2015 budget depending on the different staffing configurations,
- ◆ Identify any one-time and ongoing costs associated with leaving the Eastside Fire and Rescue partnership per the interlocal agreement,
- ◆ Develop an equipment and apparatus inventory of the City owned assets from EF&R's inventory lists and assess the City's equipment and apparatus needs for its different station and service alternatives,
- ◆ Assess the stations for any specific major maintenance and capital improvement issues,
- ◆ Identify the potential one time and on-going revenue from the sale of Station 83,
- ◆ Re-evaluate additional City staffing and their associated costs, and
- ◆ Identify additional partnerships that might enhance and supplement the City's resources.

A critical element in determining the number of stations and personnel is what the City's service delivery objectives are. As part of our Phase 2 analysis a base assumption might be that the service delivery objectives should not be any different than they are today. However, if the City wants a higher level of service, some guidance from the City will be necessary.

By creating its own fire department, the City will be able to set its service levels independently from EF&R, and it will need to establish service levels and service delivery objectives as required by RCW 35.103.030. As a partner in EF&R, the City's service delivery objectives were previously established by the EF&R Board, but as a separate City fire department, the City Council will now be responsible for setting the service delivery objectives. These objectives will also guide the previously mentioned analyses on station alternatives and staffing.

As part of EF&R, the City adopted EF&R's Standards of Coverage and all performance objectives are at 90 percent. The standards of coverage focus on four key time sequences:

- ◆ Call processing and dispatch,
- ◆ Turnout time of firefighters,
- ◆ Initial resource (apparatus) arrival (travel time), and
- ◆ Effective response force arrival.

The current standards are the following:

Turnout Time Standard: At fully staffed stations Eastside Fire & Rescue adopted the following turnout time standards:

- ◆ 90 seconds for daytime EMS incidents
- ◆ 120 seconds for nighttime EMS incidents
- ◆ 135 seconds for daytime Fire incidents
- ◆ 165 seconds for nighttime Fire incidents
- ◆ Eight (8) minutes at volunteer fire stations

Response time for fire incidents (First due units): For the arrival of the first arriving engine company at a fire suppression incident, the standards are the following:

- ◆ Ten (10) minutes for the arrival of the first engine company to a fire suppression incident in an urban area
- ◆ Sixteen (16) minutes for the arrival of the first engine company to a fire suppression incident in a rural area

Response time for fire incidents (full first alarm assignment): For the deployment and arrival of a full first alarm assignment at a fire suppression incident, EF&R has adopted as a minimum response the assignment of two (2) engines, 12 firefighters, and one (1) Command Officer. The standards are the following:

- ◆ 22 minutes for the arrival of the full complement of a first alarm response to a fire suppression incident in an urban area
- ◆ 25 minutes for the arrival of the full complement of a first alarm response to a fire suppression incident in a rural area

Response time for EMS incidents: For the first arriving unit with a first responder or higher level of medical capability at an emergency medical incident, the standards are the following:

- ◆ Nine (9) minutes for the arrival of the first emergency medical unit with appropriately trained personnel in an urban area
- ◆ Fourteen (14) minutes for the arrival of the first emergency medical unit with appropriately trained personnel in a rural area

In our 2012 Study the City's three stations had the following 2011 performance metrics. Based on the above standards, EF&R's performance for Stations 81, 82, and 83 for incidents within the City shows that EF&R response times were meeting the standards overall. Exhibits 3 and 4 show the City stations' performance.

**Exhibit 3
 2011 First Arriving Unit Performance**

2011 Combined Station #81, #82, #83 First Arriving Units Compliance (1,691 responses)		% Meeting Standard
EMS: First arriving Basic Life Support unit	9 minute standard	94.6%
EMS: Arriving Advanced Life Support unit	19 minute standard	97.2%
FIRE: First arriving fire unit	10 minute standard	94.0%
FIRE: Arrival of full alarm assignment	22 minute standard	80.0%

**Exhibit 4
 2011 Turnout Time Performance**

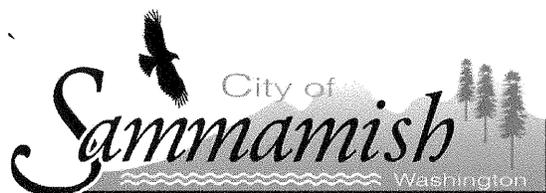
2011 Combined Station #81, #82, #83 Turnout Times (1,691 responses)		% Meeting Standard
EMS – Daytime incidents	90 second turnout	91.1%
EMS – Nighttime incidents	120 second turnout	86.8%
FIRE – Daytime incidents	90 second turnout	97.6%
FIRE – Nighttime incidents	120 second turnout	98.2%
Volunteer Responses	8 minute turnout	50.0%

Before starting Phase 2 of our analysis, the above service delivery objectives should initially be confirmed or changed to provide some guidance for our cost estimates and alternatives analyses.

NEXT STEPS

If the City decides to continue working toward establishing its own fire department, there are a number of analyses, issues, and activities that the City needs to perform, assess, and resolve before a more realistic budget can be developed to start the City toward creating a fire department in 2014 and culminating in operational control of its own fire and emergency medical services in 2015.

Although there are differences between our initial 2012 Study costs and the City's more recent estimate, the differences can be reduced as more specific decisions are made and additional research is conducted. The key decision, as previously mentioned above, is to determine what level of service does the City desire, and then station and staffing alternatives and analyses can be developed within those parameters. In addition, because the EF&R partners associated with Station 83 have informally told the City that they would not be willing to purchase services from Station 83 if the City became a separate fire department, the City might evaluate a two station alternative to determine whether the City can still meet its desired level of service.



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: July 11, 2013
RE: Claims for July 15, 2013

\$ 160,307.42
 7,966.24
1,003,930.46
 477,559.63

Top 5 Expense Items in Packet

Eastside Fire & Rescue	\$470,588.10	Fire Services - July 2013
Barker, Rinker, Seacat Arch	\$192,537.67	Community & Aquatic Center
Global Contractors	\$186,836.84	2013 Sidewalk & curb retrofit Project
David Evans & Assoc	\$58,746.91	244th Non Motorized - May 2013
King County Finance	\$37,946.29	Traffic Maintenance - March/April/May

TOTAL \$ 1,649,763.75

Checks # 35154 - 35276

160,307.42 +
 7,966.24 +
 1,003,930.46 +
 477,559.63 +
 1,649,763.75 *

Accounts Payable

Check Register Totals Only

User: mdunham
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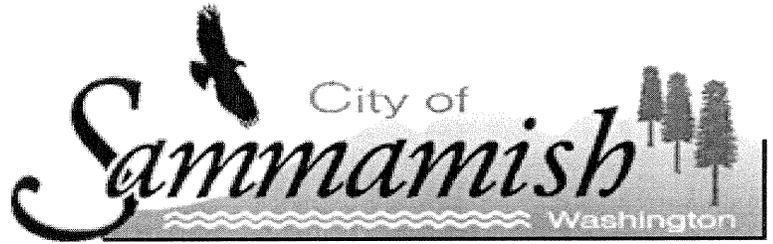
Check	Date	Vendor No	Vendor Name	Amount	Voucher
35154	07/05/2013	ANI	ANI Administrators NW Inc	1,696.51	35,154
35155	07/05/2013	AWCMED	AWC Employee Benefits Trust	111,322.44	35,155
35156	07/05/2013	CHAP13	Chapter 13 Trustee	280.00	35,156
35157	07/05/2013	ICMA401	ICMA 401	37,308.32	35,157
35158	07/05/2013	ICMA457	ICMA457	8,741.06	35,158
35159	07/05/2013	PREPAIDL	LegalShield	135.50	35,159
35160	07/05/2013	PSE	Puget Sound Energy	262.92	35,160
35161	07/05/2013	SAM	Sammamish Plateau Water Sewer	268.67	35,161
35162	07/05/2013	WASUPPOR	Wa State Support Registry	292.00	35,162

Check Total: 160,307.42

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
35163	07/10/2013	AMEX	American Express	172.59	35,163
35164	07/10/2013	CENTURY	Century Link	259.76	35,164
35165	07/10/2013	PSE	Puget Sound Energy	7,533.89	35,165
				<hr/> <hr/>	
Check Total:				7,966.24	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
35166	07/15/2013	ABC	ABC Special Event Rentals	1,699.44	35,166
35167	07/15/2013	ACTIONAP	Action Apparel	1,972.42	35,167
35168	07/15/2013	ADVANTAG	Advantage Building Services	9,835.72	35,168
35169	07/15/2013	AEG	Rob McGowan	3,000.00	35,169
35170	07/15/2013	ALPINERO	Alpine Roof Care, Inc	8,617.66	35,170
35171	07/15/2013	ATOMIC	Atomic Art Services, Inc	360.00	35,171
35172	07/15/2013	BUILDERS	Builders Exchange of WA	50.70	35,172
35173	07/15/2013	CADMAN	Cadman, Inc.	117.30	35,173
35174	07/15/2013	CALHOUN	David A. Calhoun	500.00	35,174
35175	07/15/2013	CERTIFIE	Certified Backflow Testing, Inc	1,080.00	35,175
35176	07/15/2013	COMCAST2	COMCAST	326.51	35,176
35177	07/15/2013	COSTCO	Costco Wholesale	1,251.08	35,177
35178	07/15/2013	CREMETAN	Easy Tone LLC	1,000.00	35,178
35179	07/15/2013	DEERE	John Deere Landscapes	257.00	35,179
35180	07/15/2013	EASTFIRE	Eastside Fire & Rescue	470,588.10	35,180
35181	07/15/2013	EASTPLUM	Gary Krupp	550.13	35,181
35182	07/15/2013	EUREKA	Eureka Group	166.00	35,182
35183	07/15/2013	EVANS	David Evans & Associates, Inc	58,746.91	35,183
35184	07/15/2013	EVERSONS	Everson's Econo Vac, Inc.	4,655.37	35,184
35185	07/15/2013	EWINGIRR	Ewing Irrigation	74.80	35,185
35186	07/15/2013	FASTENAL	Fastenal Industrial Supplies	316.59	35,186
35187	07/15/2013	FCS	FCS Group Inc.	3,090.00	35,187
35188	07/15/2013	FIREPROT	Fire Protection, Inc.	2,093.64	35,188
35189	07/15/2013	FOXX	Louie Foxx LLC	300.00	35,189
35190	07/15/2013	FRONTIR2	Frontier	341.13	35,190
35191	07/15/2013	HOWARD	Lyman Howard	54.98	35,191
35192	07/15/2013	ISD	Issaquah School District	100,926.00	35,192
35193	07/15/2013	ISSAQI	Issaquah Press, Inc.	110.40	35,193
35194	07/15/2013	JIRSA	Barbara Jirsa	457.15	35,194
35195	07/15/2013	KCRADIO	King Cty Radio Comm Svcs	399.41	35,195
35196	07/15/2013	KINGFI	King County Finance A/R	37,946.29	35,196
35197	07/15/2013	KINGPET	King County Pet Licenses	515.00	35,197
35198	07/15/2013	KLEINFEL	Kleinfelder, Inc.	1,293.25	35,198
35199	07/15/2013	LAKESIDE	Lakeside Industries	798.18	35,199
35200	07/15/2013	LANDSCAP	Landscape Structures, Inc.	492.80	35,200
35201	07/15/2013	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	35,201
35202	07/15/2013	LEYTON	Kimberly Leyton	1,044.75	35,202
35203	07/15/2013	LIVESOU	Live Sound & Recording Co, LLC	1,067.63	35,203
35204	07/15/2013	LIVESOU	Live Sound & Recording Co, LLC	1,067.63	35,204
35205	07/15/2013	LIVESOU	Live Sound & Recording Co, LLC	1,971.00	35,205
35206	07/15/2013	LIVESOU	Live Sound & Recording Co, LLC	1,067.63	35,206
35207	07/15/2013	LPD	LPD Engineering PLLC	881.50	35,207
35208	07/15/2013	LWSD	Lake Washington School Dist	189,135.00	35,208
35209	07/15/2013	MACDONAL	MacDonald-Miller Facility Solutions	2,958.37	35,209
35210	07/15/2013	McKINNEY	Chance McKinney	1,500.00	35,210
35211	07/15/2013	MINUTE	Mike Immel	2,013.71	35,211
35212	07/15/2013	MMCOMFOR	MM Comfort Systems	66.00	35,212
35213	07/15/2013	NAPA	Genuine Parts Company/Issaquah	950.83	35,213
35214	07/15/2013	NAPA/RED	Woodinville Auto Parts	339.66	35,214
35215	07/15/2013	NCA	Network Computing Architects Inc	2,295.66	35,215

Check	Date	Vendor No	Vendor Name	Amount	Voucher
35216	07/15/2013	NEXTEL	Nextel Communications	750.88	35,216
35217	07/15/2013	NWCASC	Northwest Cascade, Inc.	1,209.94	35,217
35218	07/15/2013	OILCAN	Oil Can Henry's	56.82	35,218
35219	07/15/2013	PAETEC	PAETEC Integrated Solutions Group,	2,272.84	35,219
35220	07/15/2013	PETERSUR	Peterson Survey Monuments LLC	700.00	35,220
35221	07/15/2013	PLANTSCA	Plantscapes, Inc	729.82	35,221
35222	07/15/2013	QBS	Quality Business Systems	27.46	35,222
35223	07/15/2013	RONGERUD	John Rongerude, PS	300.00	35,223
35224	07/15/2013	SAM	Sammamish Plateau Water Sewer	4,263.11	35,224
35225	07/15/2013	SAMCHAMB	Sammamish Chamber of Commerce	5,000.00	35,225
35226	07/15/2013	SEASHAKE	Seattle Shakespeare Company	1,800.00	35,226
35227	07/15/2013	SEASHAKE	Seattle Shakespeare Company	1,800.00	35,227
35228	07/15/2013	SEQUOIAC	Sequoia LLC	100.00	35,228
35229	07/15/2013	SEQUOYAH	Sequoyah Electric, LLC	12,586.92	35,229
35230	07/15/2013	STOECKL	Jane C. Stoecklin	125.00	35,230
35231	07/15/2013	THYSENK	Thyssenkrupp Elevator Corp.	2,506.46	35,231
35232	07/15/2013	TIGER	Tiger Oak Publications, Inc	850.00	35,232
35233	07/15/2013	TOPPER	Topper Industries, Inc	603.35	35,233
35234	07/15/2013	TOWNGRAP	Town Graphics	625.00	35,234
35235	07/15/2013	TROPICS	Gregory R. Boehme	950.00	35,235
35236	07/15/2013	UNITRENT	United Rentals NA, Inc	1,180.73	35,236
35237	07/15/2013	VERIZON	Verizon Wireless	1,764.76	35,237
35238	07/15/2013	VOYAGER	Voyager	8,239.15	35,238
35239	07/15/2013	WAITEBRI	Brian Carl Waite	450.00	35,239
35240	07/15/2013	WALAB	Wa State Dept of Labor & Indus	32,664.98	35,240
35241	07/15/2013	WATREAS	Wa State Treasurer	849.00	35,241
35242	07/15/2013	WED	Western Equipment Distributors	634.50	35,242
35243	07/15/2013	WESTERNE	Western Entrance Tech LLC	491.66	35,243

Check Total:

1,003,930.46

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 7/11/2013 - 10:39 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
35244	07/15/2013	ACE	Ace Hardware, LLC	980.39	35,244
35245	07/15/2013	BEST	Best Parking Lot Cleaning, Inc	2,067.51	35,245
35246	07/15/2013	BRANDT	Corey Brandt	4,623.50	35,246
35247	07/15/2013	BRICKMAN	Brickman Group Ltd LLC	5,834.35	35,247
35248	07/15/2013	BROADMOO	Broadmoore Estates HOA	6,000.00	35,248
35249	07/15/2013	BRS	Barker Rinker Seacat Architecture	192,537.67	35,249
35250	07/15/2013	COMATTRI	Community Attributes Inc	12,853.75	35,250
35251	07/15/2013	CROCKER	Dan Crocker Construction, Inc	25,563.42	35,251
35252	07/15/2013	DRSI	DRSI	63.23	35,252
35253	07/15/2013	EASTEQ	Eastside Equipment & Marine	2,688.31	35,253
35254	07/15/2013	GLOBALCO	Global Contractors LLC	186,836.84	35,254
35255	07/15/2013	HART	William Hart	26.62	35,255
35256	07/15/2013	HOMEDE	Home Depot	696.57	35,256
35257	07/15/2013	HONDAKU	Issaquah Honda Kubota	266.04	35,257
35258	07/15/2013	ISSAQI	Issaquah Press, Inc.	2,035.50	35,258
35259	07/15/2013	KALAB	Brian Kalab	118.00	35,259
35260	07/15/2013	LEADER	Leader Manufacturing, Inc	6,718.93	35,260
35261	07/15/2013	MINUTE	Mike Immel	205.04	35,261
35262	07/15/2013	NELSONTR	Nelson Truck Equip Co Inc	8,877.66	35,262
35263	07/15/2013	NESAM	NE Sammamish Sewer & Water	739.47	35,263
35264	07/15/2013	NWCASC	Northwest Cascade, Inc.	180.50	35,264
35265	07/15/2013	PACE	Pace Engineers, Inc.	1,412.50	35,265
35266	07/15/2013	PACSOIL	Pacific Topsoils, Inc	3,234.98	35,266
35267	07/15/2013	PIEDMONT	Piedmont Directional Signs	525.00	35,267
35268	07/15/2013	PINEBROO	Pine Brook Meadows HOA	15.00	35,268
35269	07/15/2013	POA	Pacific Office Automation	212.97	35,269
35270	07/15/2013	PROTH	Prothman Company	3,378.40	35,270
35271	07/15/2013	REDMOND	City Of Redmond	117.75	35,271
35272	07/15/2013	SOUNDPUB	Sound Publishing, Inc	2,000.00	35,272
35273	07/15/2013	ULINE	ULINE	1,014.44	35,273
35274	07/15/2013	WATERSH	The Watershed Company	4,887.60	35,274
35275	07/15/2013	WATRACTO	Washington Tractor	52.96	35,275
35276	07/15/2013	WAWORK	Washington Workwear Stores Inc	794.73	35,276
				477,559.63	
Check Total:					



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 10, 2013

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Brauerwood Estates Subdivision of 33 lots

Action Required: Adopt resolution approving the subdivision

Exhibits:

1. Proposed Resolution
2. Hearing Examiner Decision
3. Compliance matrix showing plat conditions and responses
4. Final Plat (with Vicinity Map).

Budget: \$0

Summary Statement

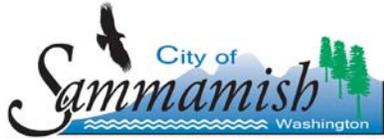
Description:

The proposed Brauerwood Estates subdivision to create 33 lots was reviewed and granted preliminary plat approval by the City of Sammamish Hearing Examiner on April 4, 2012. The Hearing Examiner approved the subdivision with conditions; the proposed final plat of 33 lots is consistent with the Hearing Examiner conditions and the applicable code.

Background

The subdivision application is vested to the City of Sammamish Municipal Code in effect on August 15, 2011. The Hearing Examiner approved the preliminary plat on April 4, 2012, subject to conditions of approval. The City of Sammamish has reviewed, and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and clear and grade permit BLD2012-00168. The improvements have been substantially completed and inspected. Bonds are in place for the final lift of asphalt, drainage improvements, and street trees (see below).

The area of the site being subdivided is zoned Residential, 6 units per acre (R-6). Access to the development on the site is via SE 2nd Street and an interior loop road.



City Council Agenda Bill

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including streets and other required drainage improvements) in the amount of \$483,485.20 under BLD2012-00168 on July 8, 2013.

Landscaping Bond:

The applicant has posted a street landscaping performance bond and a landscaping performance bond in the amount of \$138,741 under BLD2012-00168 on July 8, 2013.

Critical Areas Bonding:

Not applicable. There are no project requirements regarding impacts to critical areas requiring bonding.

Street Mitigation Fees:

The applicant has paid 30 percent of the street mitigation impact fee in the amount of \$145,349.16, on June 18, 2013. The balance will be due at the issuance of single-family building permits on a per lot basis.

School Mitigation Fees paid to the City of Sammamish:

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$108,577.50 on June 18, 2013, in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

Park Impact Fees:

Park Impact fees will be paid at the time of single family building permit issuance.

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

Financial Impact: \$0

Recommended Motion: Adopt the resolution approving the 33-lot Brauerwood Estates subdivision, and authorize the Mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2013-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF BRAUERWOOD ESTATES PLN2011-00026**

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

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

WHEREAS, the City Council desires to grant final approval to the (33-lot) plat of the Brauerwood Estates subdivision PLN2011-00026;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.
The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of April 4, 2012 for the preliminary plat of Brauerwood Estates.

Section 2. Grant of Approval. The City Council hereby grants final approval to the Brauerwood Estates final plat.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF JULY 2013.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: July 11, 2013

Passed by the City Council:

Resolution No.:

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

DECISION

FILE NUMBER: PLN2011-00026

APPLICANT: PNW Holdings, LLC
9725 SE 36th Street, Suite 214
Mercer Island, WA 98040

TYPE OF CASE: Preliminary subdivision (*Brauerwood Estates* ¹)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: April 4, 2012

INTRODUCTION ²

PNW Holdings, LLC (PNW Holdings) seeks preliminary approval of *Brauerwood Estates*, a 33 lot single-family residential subdivision of a 7.2 acre site zoned R-6. ³

PNW Holdings filed a Base Land Use Application on July 28, 2011. (Exhibit 1C ⁴) The Sammamish Department of Community Development (the Department) deemed the application to be complete on August 15, 2011. (Exhibit 1F)

¹ This Decision uses the project name as set forth by the applicant on the proposed preliminary plat (Exhibit 1A), notwithstanding that other documents in the record refer to the project as simply *Brauerwood*.

² Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

³ *Brauerwood Estates* is a “re-work” of the 2007 *Sammamish Heights* (western half) and *The View at Ridgecrest* proposals, both of which expired without coming to hearing. (Exhibit 4, p. 1)

⁴ Exhibit citations are provided for the reader’s benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner’s Decision is based upon all documents in the record.

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The subject property is located at 222 214th Avenue SE and 231 218th Avenue SE, Sammamish, WA 98075 (Tax Parcels 1240700045 and 1240700074).

The Sammamish Hearing Examiner (Examiner) viewed the subject property on March 29, 2012.

The Examiner held an open record hearing on March 29, 2012. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC).⁵ (Exhibit 1T)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivisions be issued within 120 net review days after the application is found to be complete. The open record hearing was held on or about net review day 176.⁶ The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. PNW Holdings chose to extend the deadline. (Testimony)

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

- Exhibit 1: Departmental Staff Report
- Exhibit 1A – 1U: As enumerated in Exhibit 1
- Exhibit 2: PNW Holdings' requested changes to Recommended Conditions of Approval
- Exhibit 3: Letter, PNW Holdings' engineer to Rob Garwood, City Senior Planner, December 28, 2011 (Response to Exhibit 1N)
- Exhibit 4: Brauerwood Estates Traffic Impact Analysis, June 29, 2011
- Exhibit 5: Brauerwood Estates Technical Memorandum (traffic), November 7, 2011

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

⁵ Because of technical production "glitches," the hearing notice contains three errors in the "Project Description" section: The text says the site is 16.64 acres zoned a mix of R-4 and R-6 to be divided into 75 lots. In fact, the proposal is to subdivide 7.2 acres zoned R-6 into 33 lots. The proposal is described as a 33 lot subdivision in two other places on the notice. The notice correctly identifies the two Tax Parcels involved in the application. A reduced scale copy of the 33 lot proposed preliminary plat, which includes a small vicinity map depicting the size and location of the subject property, was included with each mailed notice. (Exhibit 1T and testimony)

The Examiner ruled near the end of the hearing that the errors on the hearing notice were not fatal: The errors described a site that was larger than the proposal site and a number of proposed lots that was greater than what is actually proposed; the notice correctly stated the Tax Parcels; the notice correctly stated the number of lots in two places; and a copy of the proposed plat was attached to the notice. Had the notice stated a smaller site and development proposal than what is actually being proposed, the Examiner likely would have found the notice to be unacceptably mis-leading and would have required new notice.

⁶ Net review days as stated in Exhibit 1 is incorrect. The net review days calculation was discussed during the hearing.

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ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the SMC? Issues of concern to hearing participants are extension of SE 2nd Street, handling of stormwater, tree removal, loss of rural character, and traffic growth on 214th Avenue SE.

FINDINGS OF FACT

1. The subject property is a more or less rectangular tract comprised of two legal lots, one containing a single-family residence with accessory dwelling accessed off 214th Avenue SE, the other containing a single-family residence accessed off 218th Avenue SE via an easement. The subject property fronts the east side of 214th Avenue SE for about 332 feet; its east-west dimension is about 956 feet. The east boundary of the subject property lies about 300 feet west of 218th Avenue SE. The subject property contains 7.19 (about 7.2) acres. (Exhibit 1A)
2. Except for in the immediate vicinity of the on-site residences, the subject property is rather densely wooded. The site contains 372 trees that meet the SMC's definition of a "significant" tree. Of those, 241 are coniferous and 131 are deciduous; 244 are viable and 128 are non-viable. (Exhibits 1I and 1P)

The subject property contains no environmentally sensitive areas. Wetlands exist along 218th Avenue SE approximately 200 – 300 feet to the east of the property. (Exhibits 1, 1J, 1R, and 1S)

The subject property slopes downward from a high, relatively flat area near the center of the north boundary. Elevation drop from that point is about six (6) feet to the northwest corner of the site, about 22 feet to the southwest corner of the site, about four (4) feet to the center of the south boundary, and about 30 feet to the east boundary. (Exhibit 1A, Sheet C2)

3. The subject property is bordered by a variety of land uses:
 - A. Approximately the western two-thirds of the north edge of the subject property abuts the half-street section of SE 2nd Street, the primary access street for the *Asbery Place* subdivision. *Asbery Place* is a 25 lot, single-family residential subdivision with two stormwater detention facilities (one on the west; one on the east) and a small play area. A looped street within the subdivision has two connections to SE 2nd Street; all lots take access from SE 2nd Street and/or the loop street. (Exhibits 1A and 1I and testimony) The SE 2nd Street half-street consists of a 20 foot wide paved surface with a sidewalk along the north (*Asbery Place*) side within a 30 foot wide right-of-way. (Exhibit 1A, Sheet C2)
 - B. The eastern third of the north edge of the subject property abuts a wooded, unplatted, acreage parcel (Parcel 1240700070) owned by Patricia Flynn (Flynn). The SE 2nd Street 30 foot wide

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right-of-way terminates against the southwest corner of Parcel 1240700070; the current half-street improvement terminates about 70 feet west of Parcel 1240700070. (Exhibits 1A {Sheet C2}, 1I, and 1N)

- C. The east edge of the subject property abuts an acreage tract which fronts on 218th Avenue SE and which contains a single-family residence. (Exhibit 1I)
 - D. The east third of the south boundary abuts an acreage tract which appears to contain a single-family residence which appears to take access from 218th Avenue SE. (Exhibit 1I) The remainder of the south boundary abuts the rear yards of nine (9) lots in the *Palermo* subdivision. *Palermo* is a 19 lot single-family subdivision with one stormwater control facility (along its 214th Avenue SE frontage) and a small play area. (Exhibit 1I and testimony)
 - E. Two acreage tracts lie across 214th Avenue SE from the subject property. (Exhibit 1I)
4. The subject property is designated R-6 on the adopted Sammamish Comprehensive Plan (Comprehensive Plan). (Exhibit 1, p. 1) The R-6 designated area of which the subject property is a part stretches from 214th Avenue SE on the west to the 220th Avenue alignment on the east and from E Main Street on the north to SE 8th Street on the south (with a small block in the northwest corner of that area designated R-4). This R-6 area is among the largest R-6 designated areas in the city. [Comprehensive Plan, Fig. III-2, following p. III-26]

The maximum desired density in the R-6 designated areas is six (6) dwelling units per acre. [Comprehensive Plan, p. III-6, LUP-1.3a]

Among the goals of the Comprehensive Plan is maintenance of Sammamish's "small-town atmosphere". [Comprehensive Plan, p. III-5, LUG-1] The Comprehensive Plan encourages growth to be directed first "to areas with existing infrastructure capacity". [Comprehensive Plan, p. III-10, LUP-3.2]

The Comprehensive Plan states that adopted development standards are to set allowable densities, lot sizes and areas, building heights, etc. [Comprehensive Plan, p. III-17, LUP-8.1]

- 5. Land use development standards are contained in Title 21A SMC, Development Code. The subject property is zoned R-6. (Exhibit 1, p. 1) The R-6 zone is considered an "Urban Residential" zone, as are all other residential zones within Sammamish. [SMC 21A.20.030(A)] The maximum permissible density within the R-6 zone is 6 dwelling units per acre; minimum lot width is 30 feet; maximum permissible impervious surface coverage is 70% of the lot area. [SMC 21A.25.030(A)]
- 6. PNW Holdings proposes a subdivision which is nearly a mirror image of *Asbery Place*. SE 2nd Street will be widened to a full street and a loop road will provide access to most of the proposed lots. The west end of the loop will align with the corresponding loop end in *Asbery Place*; the east end will be

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further to the east than its counterpart to the north because the subject property is approximately 50% deeper than the *Asbery Place* site. Two tracts will front 214th Avenue SE: A stormwater control tract (Tract B) in the southwest corner of the site and a passive recreation tract (Tract D) containing approximately 12,000 square feet (SF) to the north of Tract B. Right-of-way will be dedicated along the north edge of the site for widening of SE 2nd Street. The right-of-way will pass through a mild chicane to the south as it reaches Parcel 1240700070. Tracts C and D, along the east edge of the subject property, will initially be used for stormwater control and recreation. Tract C, to the north of Tract D, will temporarily be owned by a homeowners association (HOA), but will be subject to dedication upon demand by the City at no cost to the City at such time as SE 2nd Street needs to be further extended to the east. Lots will range in size from 4,768 SF (Proposed Lots 17 and 18) to 8,553 SF (Proposed Lot 15). (Exhibit 1A and testimony) The proposed density is 5.9 dwelling units per net acre (using the formulas required by SMC 21A.25.070 and .080) or 4.6 dwelling units per gross acre. (Exhibit 1, p. 5)

7. The Department of Public Works has applied the adopted Public Works Standards (PWS) to the *Brauerwood Estates* proposal. Frontage improvements will be required on 214th Avenue SE and SE 2nd Street. Tract C is reserved for future extension of SE 2nd Street. The city Engineer has granted three PWS variations as authorized by PWS.10.170. (Exhibit 1D)
 - A. To provide an acceptable road cross section for the area adjacent to the *Asbery Place* improvements, Public Works will allow the following variation from frontage improvements: 20-foot right-of-way dedication such that SE 2nd Street has a total 50-foot right-of-way width, 28-foot total pavement width from existing face of curb from *Asbery Place* to proposed *Brauerwood Estates* face of curb, road centerline and crown at midway point in pavement, 6-inch vertical curb, 5-foot wide sidewalk, 1-foot wide right-of-way behind back of sidewalk, and planter strip located between back of curb and sidewalk with the width to cover distance between curb and sidewalk. Public Works wants PNW Holdings to consider use of rain gardens in this area.
 - B. To provide an acceptable road cross section for the area adjacent to Tax Parcel 1240700070, Public Works will allow the following variation from frontage improvements: 30-foot right-of-way dedication, 20-feet of pavement sloped to curb, 6-inch vertical curb, 3-foot wide planter strip, 5-foot wide sidewalk, and transition from improvements adjacent to *Asbery Place* using standards approved by Public Works.
 - C. Public Works will allow the following variation on the internal plat road: 50-foot right-of-way dedication, 28-foot total pavement width, road centerline and crown at midway point in pavement, 6-inch vertical curb both sides, 5-foot wide planter strip both sides, 5-foot wide sidewalk both sides, and 6-inch wide right-of-way behind back of sidewalk.
8. 214th Avenue SE is classified as a local street, not an arterial. (Exhibits 1 {p. 8} and 4 {p. 3}) Comparison of 2007 and 2011 traffic counts indicates virtually no growth in peak hour volumes in

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those four years. (Exhibit 4, p. 4) The total average daily trips (ADT) on 214th Avenue SE north of SE 8th Street is approximately 1,200; A.M. peak hour volume is approximately 100 trips and P.M. peak hour volume is approximately 80 trips. (Exhibit 4, Fig. 4) *Brauerwood Estates* is projected to generate 288 ADT, with 23 trips in the A.M. peak hour and 30 trips in the P.M. peak hour. (Exhibit 4, Table 2) The recent opening of a connection on 218th Avenue SE from Main Street to SE 4th Street has likely reduced the total traffic volumes on 214th Avenue SE. (Exhibit 5, p. 2)

Sammamish's adopted Level of Service (LOS) standard is "D". (Exhibit 4, p. 4) The LOS on the area's streets, both currently and after addition of *Brauerwood Estates* traffic, is "A" or "B." (Exhibit 4, Table 1)

Sight distance at intersections that would be created by development of *Brauerwood Estates* will meet or better adopted City standards. (Exhibit 5, Table 3R)

9. PNW Holdings applied for and received a Certificate of Concurrency (transportation) on August 25, 2011. (Exhibit 1E) The total concurrency fee for the additional 31 lots (credit is allowed for the two existing primary residences) is \$460,472.75. PNW Holdings paid 10% of the street impact fee on July 12, 2011, as required by the Certificate of Concurrency under TCR2011-00016. Street impact fees do not vest. The platlor will be required to pay an additional 10% of the required fee at the time of submittal of any required construction permits, an additional 10% prior to final plat recording, and the remainder on a per-lot basis when single-family residential building permits are obtained. (Exhibits 1, 1D, and 1E)
10. Sammamish has adopted the 2009 *King County Surface Water Design Manual* (KCSWDM) to regulate drainage facilities in the City. All stormwater control facilities must comply with 2009 KCSWDM requirements. (Exhibits 1 {p. 4} and 1D {p. 3})

Stormwater runoff from footing drains, roofs, driveways, sidewalks, and streets will be collected and transported to one of two on-site control facilities.⁷ (Because of the degree of slope to both the southwest and east, stormwater flows must be directed in both directions.) The preliminary drainage control plan prepared for PNW Holdings depicts an open detention pond/water quality control facility in Tract B and an enclosed detention vault/water quality control facility in Tracts C and D (mostly in Tract D with a slight incursion into the south portion of Tract C). Stormwater flows from those facilities are routed in a pipe conveyance system south along 214th Avenue SE and easterly to 218th Avenue SE, respectively. (Exhibits 1A {Sheet C5} and 1D)

The preliminary drainage plan indicates that the detention vault would extend into both the abutting internal street right-of-way on the west and into Tract C on the north approximately to where the face of the future sidewalk would be located. (Exhibits 1A {Sheet C5} and Exhibit 3) Public Works testified that many such vaults are similarly located throughout the City. Public Works testified that such facilities do not impede construction, operation, or maintenance of the public street system.

⁷ On a case-by-case basis, some lots may be allowed to use an individual lot infiltration system. (Exhibit 1, p. 12)

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11. The SMC requires 390 SF of on-site recreation space per lot which equals 12,870 SF for 33 lots. The proposed recreation tracts (Tract A at 12,326 SF and Tract D at 22,274 SF) provide a total of 34,600 SF. (Exhibit 1A, Sheet C3) A children's play structure will be provided within Tract D, mostly located atop the stormwater vault. (Exhibit 1A, Sheet LA-02)
12. Section 21A.35.210 SMC requires that subdivisions retain a minimum of 25% of the significant trees on a development site, but also allows the Department to administratively approve removal of up to 50% of the trees required for retention, if those trees are replaced in accordance with the provisions of SMC 21A.35.240.

PNW Holdings proposes to retain 74 of the site's 372 significant trees (19.9%) and replace the 19-tree retention shortfall by planting 80 trees. (Exhibits 1 {pp. 6 and 7} and 1A {Sheet C6}) The Department has approved this proposal. (Exhibit 1, p. 6)

PNW Holdings is aware of at least one tree on Parcel 1240700070 that is very close to the common property line. PNW Holdings is prepared to take appropriate measures to protect that tree. (Exhibits 1A {Sheet C6} and 3) (Any tree near the common property line would have to be removed in the future if and when SE 2nd Street is extended to the east during development of Parcel 1240700070.)

13. Chapter 19A.08 SMC identifies a number of City codes, standards, and policies with whose requirements a proposed subdivision must comply. The Department and other reviewing agencies have found compliance with applicable requirements. (Exhibits 1 {pp. 2 – 9}, 1D, 1E, and 1H)

The record contains no challenge to the Department's analysis of these requirements. The Department's analysis is incorporated herein by reference as if set forth in full.

14. Public water and sewer services are available to serve *Brauerwood Estates*. (Exhibits 1K – 1M)
15. Public school students living in this area of Sammamish are bussed to their respective schools. The nearest school bus stop for elementary and junior high/middle school students is presently located at the 214th Avenue SE/SE 2nd Street intersection. The nearest school bus stop for high school students is presently located at the 214th Avenue SE/SE 8th Street intersection. (Exhibit 1G)

All interior *Brauerwood Estates* streets will have sidewalks as will its frontage on 214th Avenue SE. (Exhibit 1A, Sheet C1) *Palermo* and the subdivision to its immediate south also have sidewalks along their 214th Avenue SE frontages. (Exhibit 1I) The approximate ¼ mile between those subdivisions and SE 8th Street is undeveloped and lacks sidewalks: A modest shoulder exists on the east side of 214th Avenue SE. A wider shoulder exists along the west side of 214th Avenue SE from SE 8th Street north past the subject property. (Exhibit 4 {Figure 3} and testimony) The school district annually reevaluates its bus routes and bus stop locations. Given sufficient development along 214th

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Avenue SE, it could decide that its high school bus route should include 214th Avenue SE. (Testimony)

16. Sammamish's State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Brauerwood Estates* on January 30, 2012. (Exhibit 1U) No appeals were filed in response to issuance of the DNS. (Exhibit 1, p. 2)
17. The Department recommends approval of *Brauerwood Estates* subject to 30 Recommended Conditions. (Exhibit 1, pp. 10 – 13)
18. PNW Holdings agrees to all but three of the Department's Recommended Conditions:
 - A. Recommended Condition 5.b: PNW Holdings notes that the parcel number in this condition contains a typographical error which should be corrected. (Exhibit 2 and testimony) The Department concurs in this correction. (Testimony)
 - B. Recommended Condition 14: PNW Holdings notes that there are no "joint use driveways" proposed in *Brauerwood Estates*. (Exhibit 2 and testimony) The Department agrees that there are no joint use driveways in the proposal. (Testimony)
 - C. Recommended Condition 22: PNW Holdings notes that since Tract D will be owned by the *Brauerwood Estates* HOA, the City will need a stormwater easement over the detention vault that will be built within that tract. (Exhibit 2 and testimony) Public Works agrees that such an easement will be needed. (Testimony)
19. Three neighboring property owners participated in the review/hearing process:
 - A. Flynn, owner of Parcel 1240700070, seeks assurance that nothing done in the development of *Brauerwood Estates* will impede or thwart the future easterly extension of SE 2nd Street. In particular, she is concerned with the intrusion of the stormwater detention vault into Tract C. She is also concerned about safety of trees that lie along the common boundary between the properties. (Exhibit 1N and testimony)
 - B. Travis Daniel and Adam Heck live in the two northwest corner lots in *Palermo*. They are concerned with traffic increases on 214th Avenue SE, the loss of rural character/wildlife in the area, and how stormwater runoff might adversely affect their lots. With respect to the latter, they state that their back yards are already wet during the rainy season. (Testimony)
20. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

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LEGAL FRAMEWORK ⁸

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

Authority

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

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

[SMC 20.10.070(2)]

Review Criteria

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

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

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

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

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other

⁸ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

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

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on August 15, 2011.

Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof.

Scope of Consideration

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

CONCLUSIONS OF LAW

1. The primary, if not sole, appropriate criteria for the review of land development applications are a municipality's adopted development regulations. The Local Project Review Act [Chapter 36.70B RCW] establishes a mandatory "consistency" review for "project permits", a term defined by the Act to include "building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan". [RCW 36.70B.020(4)]

(1) Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review. The review of a proposed project's consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan, under RCW 36.70B.040 shall incorporate the determinations under this section.

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(2) During project review, a local government or any subsequent reviewing body shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project or, in the absence of applicable regulations the adopted comprehensive plan. At a minimum, such applicable regulations or plans shall be determinative of the:

- (a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
- (b) Density of residential development in urban growth areas; and
- (c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030, emphasis added] Thus, state law tells us that review against comprehensive plan content comes into play only in the absence of a topical development regulation.

This concept was reinforced by the state Supreme Court's *Citizens v. Mount Vernon* [133 Wn.2d 861, 947 P.2d 1208 (1997), *reconsideration denied*] case in which the court ruled that "[RCW 36.70B.030(1)] suggests ... a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise." [at 873]

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

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

2. Even though compliance with the adopted Comprehensive Plan is thus arguably not an appropriate consideration, the evidence in this case demonstrates that *Brauerwood Estates* is consistent with the intent and theme of the Comprehensive Plan.

There can be no doubt but that urban development displaces wildlife: Dense human settlement and large-animal habitat are, for all intents and purposes, mutually exclusive. The City's adopted policy is to have the entire area around the *Brauerwood Estates* site develop at a density of six dwellings per acre. Retention of significant wildlife at such a density is not realistic. The City's policies and

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regulations do encourage and require preservation of environmentally sensitive areas, thus protecting wildlife habitat in those portions of the city. This site contains no such areas.

3. Subsection 20.10.220(1) SMC (quoted above) requires that the Examiner determine if “appropriate provisions” are present in the subdivision application for a whole host of topical areas. The courts, generally speaking, do not allow a municipality unbridled discretion in determining what is “appropriate”. Rather, courts generally hold that in order to preserve the substantive due process rights of all the parties, decisions must be based upon officially adopted ordinances. Application of that concept to the items enumerated in SMC 20.10.220(1) leads to the position that “appropriate provisions” are present in any given topical area if the proposal meets the requirements of adopted regulations, or in the absence of regulations, policy relating to that area. Common sense must be used where there are no guiding adopted regulations or policies.

The preponderance of the evidence demonstrates that *Brauerwood Estates* meets the requirements of all applicable City regulations and standards. In particular, the Examiner is convinced by the preponderance of the evidence that City staff will not allow a stormwater vault to be constructed within Tract C in such a fashion as to thwart future eastward extension of SE 2nd Street.

The testimony also indicates that the amount of surface and near-surface runoff (sometimes referred to as “interflow”) from the subject property south into *Palermo* should be less after development of *Brauerwood Estates* than it is currently. The subject property presently has no stormwater control facilities. After development, most all rainwater falling on roofs, sidewalks, driveways, and street surfaces, as well as that intercepted by footing drains, will be collected rather than becoming surface or near-surface flows. That water will be routed through one of the detention facilities and then discharged into the City’s existing stormwater conveyance system. It will no longer flow south into *Palermo*’s lots.

Therefore, appropriate provisions for the listed items are present.

4. Subsection 20.10.220(2) SMC (quoted above) requires that the Examiner determine if “[t]he public use and interest will be served by the platting of such subdivision”. There must be some criteria by which to judge whether a proposed subdivision serves the public health, safety, and welfare. The content of adopted City regulations and policies forms reasonable criteria.

Brauerwood Estates meets all applicable review criteria. Therefore, it must also be concluded that it serves public use and interest while appropriately considering public health, safety, and welfare.⁹

⁹ It would be illogical to conclude that a project which met every established standard of review was nevertheless contrary to public health, safety and welfare. If such were the case, then the adopted standards must be woefully deficient. Even if some believe that the adopted standards are deficient, there is no basis in this case to conclude that compliance with those standards is not sufficient: the application is vested to the standards which existed when it was deemed complete regardless of any subsequent changes. New standards would apply to new applications, but not to applications in process.

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5. Traffic volumes on 214th Avenue SE are relatively low and will remain so even after development of *Brauerwood Estates*. The LOS is now and will remain in the “A” to “B” range, significantly better than LOS “D” which is the City’s minimum, threshold standard. Given the Comprehensive Plan’s designation of this area, increasing traffic volumes will be a necessary adjunct to development. Acceptance of such increases is a necessary trade-off for the area’s land use designation as adopted by the City’s legislative officials, the City Council.
6. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. A preliminary subdivision embodies the concept of approval of a specific development proposal: The preliminary plat. A preliminary plat is “a true and approximate drawing of a proposed subdivision showing the general layout ...”. [SMC 19A.04.260] Preliminary subdivision evaluation is based upon the specific preliminary plat submitted by the applicant. It is appropriate, therefore, that the conditions of approval clearly identify the preliminary plat which is being approved. The Department’s recommendation as drafted does not do so. Exhibit 1A constitutes the preliminary plat and supporting preliminary plans which should be approved. Reference to that exhibit will be incorporated into a new “General Condition.”
 - B. Recommended Condition 5.b (regarding Parcel 1240700070): The correction to this condition as listed in Exhibit 2 must be made. The same error needs to be corrected in Recommended Condition 10.
 - C. Recommended Condition 14 (regarding joint use driveways): Since *Brauerwood Estates* proposes no joint use driveways, this condition is meaningless at best and confusing at worst. It will be eliminated.
 - D. Recommended Conditions 18 – 30 (conditions to appear on the face of the final plat): All of these conditions are presented in italics; some are enclosed in quotations, while others are not. According to the heading beneath which they appear, these conditions are all “to appear on the face of the final plat”. (Exhibit 1, p. 12) According to Department testimony, those within quotations (Recommended Conditions 18 – 21 and 30) are to be placed verbatim on the face of the final plat; the rest are to appear on the face of the final plat, but the wording is flexible subject to agreement between the plattor and City staff.

A number of changes are required to this section of the Recommended Conditions. First, all italics will be eliminated: Quotations are sufficient notice that verbatim wording is required.

Recommended Condition 22 (regarding ownership of Tracts A and D by the HOA): Recommended Condition 22 is incomplete in its present form. First, it fails to mention Tract C. All parties agree and understand that Tract C is not being dedicated as public right-of-way with recordation of the plat, but that the City may demand dedication at such time in the

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future as it is needed for extension of SE 2nd Street as part of the public street network. That means that Tract C will initially be owned by the HOA. That fact needs to appear in this condition. Since whether Tract B is publicly or privately owned depends upon the type of stormwater control facility ultimately constructed within it (See Recommended Condition 12.), and since this is the preliminary subdivision stage with only preliminary drainage plans available, it would be better to make this condition more general to cover all eventualities. Also, as noted by PNW Holdings in Exhibit 2, the plat does need to provide an easement to the City so that maintenance of a stormwater control vault could be performed. Such an easement would need to appear on the face of the final plat. The condition will be revised to so provide.

Recommended Condition 23 (regarding creation of an HOA): The requirement for creation of an HOA is something to be accomplished “Prior to or with ... Recording of [the] Final Plat,” the title of the prior group of conditions. The requirement would not logically appear on the face of the final plat as the HOA needs to exist by the time the final plat is recorded; it is not something that happens later. This condition will be moved into the prior group of conditions.

Recommended Condition 24 (regarding tree retention): Like the entirety of Recommended Condition 23, the second sentence in Recommended Condition 24 (requiring marking of trees that are retained) is something to be accomplished “Prior to or with ... Recording of [the] Final Plat,” the title of the prior group of conditions. The requirement would not logically appear on the face of the final plat; it is not something that happens later. This sentence will be moved into the prior group of conditions as a stand-alone condition. The rest of recommended Condition 24 except the last sentence serves as a notice to lot owners and should appear verbatim on the face of the final plat. The last sentence requires creation of easements to protect trees retained in groups; the easements need to appear on the face of the final plat, but not the requirement to create them. That sentence can serve as a stand-alone instruction.

Recommended Conditions 26 – 28 (regarding impact fees that are payable when building permits are issued): Recommended Conditions 26 - 28 serve as notices to lot owners and should appear verbatim on the face of the final plat. (Recommended Condition 25 (regarding traffic impact fees) also serves as a notice. But because the plattor has options as to how those fees are paid, the Examiner agrees with the Department that verbatim language is not appropriate: The wording needs to reflect the option(s) eventually chosen by the plattor.)

Recommended Condition 29 (regarding expiration of preliminary subdivision approval): This condition specifies when preliminary subdivision approval will expire if the plat is not recorded. As such, it is not a notice that needs to appear on the face of the recorded plat: If the plat has been timely recorded, the notice is meaningless. It will be moved to the “General Conditions” section.

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- E. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1 – 3, 5.a – 5.c, 7 – 11, 13, 15 – 19, and 24 - 29 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
7. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

DECISION

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

Decision issued April 4, 2012.

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

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ¹⁰

Maher Joudi
Travis Daniel
Patricia Flynn

Rob Garwood
Adam Heck
Tawni Dalziel

NOTICE of RIGHT of RECONSIDERATION

This Decision is final subject to the right of any party of record to file with the Examiner (in care of the City of Sammamish, ATTN: Lita Hachey, 801 228th Avenue SE, Sammamish, WA 98075) a written request for reconsideration within 21 calendar days following the issuance of this Decision in accordance with the procedures of SMC 20.10.260. Any request for reconsideration shall specify the error which forms the basis of the request. See SMC 20.10.260 for additional information and requirements regarding reconsideration.

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

¹⁰ The official Parties of Record register is maintained by the City's Hearing Clerk.

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NOTICE of RIGHT of JUDICIAL REVIEW

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

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

CONDITIONS OF APPROVAL *BRAUERWOOD ESTATES* PLN2011-00026

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

General Conditions:

1. Exhibit 1A is the approved preliminary plat (and supporting preliminary plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the plattor shall provide financial guarantees in conformance with SMC Chapter 27A and PWS.10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded as specified for plats in SMC 19.60, Subdividing Procedure.
3. The plattor or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208 (Title 14A SMC).
4. This preliminary subdivision approval will expire 84 months after the Hearing Examiner's approval if no final plat has been recorded by that date.

Prior to Final Construction Approval:

5. Half street frontage improvements on 214th Avenue SE shall be provided consistent with a local road standard and in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance No. 2005-191.

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6. The platlor shall endeavor to add additional retained trees through modification of the construction drawings, adjusting to add trees to Tracts A and D.
7. Pursuant to PWS.10.170, the City Engineer has approved the following variations to PWS.15.110 and PWS.15.100. The below variations may be modified during final engineering.
 - a. To provide an acceptable road cross section for the area adjacent to the *Asbery Place* improvements, Public Works will allow the following variation from frontage improvements: 20-foot right-of-way dedication such that SE 2nd Street has a total 50-foot right-of-way width, 28-feet total pavement width from existing face of curb from *Asbery Place* to proposed Brauerwood face of curb, road centerline and crown at midway point in pavement, 6-inch vertical curb, 5-foot wide sidewalk, 1-foot wide right-of-way behind back of sidewalk, planter strip located between back of curb and sidewalk. Width to cover distance between curb and sidewalk. Consider use of rain gardens in this area.
 - b. To provide an acceptable road cross section for the area adjacent to Tax Parcel No 1240700070, Public Works will allow the following variation from frontage improvements: 30-foot right-of-way dedication, 20-feet of pavement sloped to curb, 6-inch vertical curb, 3-foot wide planter strip, 5-foot wide sidewalk, transition from improvements adjacent to *Asbery Place* using standards approved by Public Works.
 - c. Public Works will allow the following variation on the internal plat road: 50-foot right-of-way dedication, 28-feet total pavement width, road centerline and crown at midway point in pavement, 6-inch vertical curb both sides, 5-foot wide planter strip both sides, 5-foot wide sidewalk both sides, 6-inch wide right-of-way behind back of sidewalk.
8. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 *King County Surface Water Design Manual* (KCSWDM) and the City of Sammamish *Stormwater Management Comprehensive Plan*.
9. Wetland hydrology shall be maintained consistent with the requirements of the 2009 KCSWDM. This may result in modifications to plat layout and the design of the stormwater system for the proposed project.
10. As specified in Section 5.1 of the 2009 KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection or other low impact development methodology approved by Public Works. The feasibility of the selected option shall be evaluated during final engineering/plat construction review. The resulting requirement shall be included on the final plat to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.

Prior to or with Recording of the Final Plat:

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11. 20-feet of the development frontage with SE 2nd Street shall be dedicated as public right-of-way to the City along the development frontage with *Asbery Place*.
12. 30-feet of the development frontage with SE 2nd Street shall be dedicated as public right-of-way to the City along the development frontage with Tax Parcel No 1240700070.
13. The 50-foot wide internal plat road shall be dedicated as public right-of-way to the City of Sammamish.
14. All open pond drainage tracts shall be dedicated to the City of Sammamish.
15. Temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the plattor but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City Public Works Department when signing is needed and the plattor will be billed upon completion. Street designation signs shall display street name or number.
16. All public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt.
17. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. The Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
18. A performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvements costs, whichever is greater. A bond quantities worksheet shall be provided by the plattor for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.
19. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County at the time of final plat recording.
20. All trees to be retained shall be clearly tagged with numbers corresponding to the tree retention plan on file with the city.

Conditions to Appear on the Face of the Final Plat:

21. "Tract C shall be converted from drainage tract to public right-of-way with the future extension of SE 2nd Street to the east. Tract C is subject to future dedication to the City of Sammamish without

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- compensation upon demand for same at such time as it is needed for the eastward extension of SE 2nd Street.”
22. “Maintenance of landscape strips along 214th Avenue SE, SE 2nd Street, and the internal plat roads shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.”
 23. “Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.”
 24. “All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated tightline as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish.”
 25. All Tracts not containing an open pond drainage facility shall be identified as the property of the Homeowners Association; provided, that Tract C shall be noted as subject to future dedication to the City of Sammamish without compensation upon demand for same at such time as it is needed for the eastward extension of SE 2nd Street. A stormwater easement to the City of Sammamish shall be denoted as encumbering the stormwater vault within Tracts C and D.
 26. “Trees identified on the tree retention plan of the preliminary plat for retention have been retained pursuant to the provisions of SMC 21A.35.210. Removal of these trees is prohibited unless necessary to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”
 27. All trees to be retained in groups will be placed in tracts or Tree Retention Easements (T.R.E), except for individual trees on individual lots.
 28. Section 14A.15.020 SMC requires that at the time of final plat a minimum of 30% of the impact fees must have been paid prior to recording. However, the plat has the option to pay more. The plat shall indicate on the face of the plat if any additional fees are owed by the lots in the plat. Also the plat shall indicate that Lots 3-33 are subject to any remaining street impact fees.
 29. “Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance for each new residential dwelling unit on Lots 3-33.”
 30. “Pursuant to City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”

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31. “Lots 3-33 are subject to park impact fees at the time of building permit issuance for each new residential dwelling unit.”
32. ”Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”

Brauerwood Estates PLN2011-00026

Hearing Examiner's Condition	Applicant Response	Comments
1. Exhibit 1A is the approved preliminary plat (and supporting preliminary plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A. 12.040.	There have been no revisions to the approved preliminary plat	
2. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the plator shall provide financial guarantees in conformance with SMC Chapter 27A and PWS. 10.050(IC). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded as specified for plats in SMC 1 9.60, Subdividing Procedure.	The applicant has installed all required improvements and bonded under bonds of \$483,485.20 (bond no. 0624969) for site development and \$138,741.00 for landscaping for the remaining improvements on July 8, 2013.	
3. The plator or subsequent owner(s) shall comply with the payment of traffic impact fees in accordance to City of Sammamish Ordinance No. 2006-208 (Title 14A SMC).	The applicant has paid 30% of the required traffic impact fees, \$145,349.16, as of June 18, 2013. The balance is due at building permit issuance.	
4. This preliminary subdivision approval will expire 84 months after the Hearing Examiner's approval if no final plat has been recorded by that date.	The preliminary plat was approved April 4, 2012, and expires April 4, 2019. Final Plat was submitted on October 12, 2012.	
5. Half street frontage improvements on 2 14" Avenue SE shall be provided consistent with a local road standard and in accordance with PWS Table 1, PWS Figure 01-05, and City Ordinance No. 2005- 191.	The street and engineering design was approved at the time of building permit issuance for site development BLD2012-00168.	
6. The plator shall endeavor to add additional retained trees through modification of the construction drawings, adjusting to add trees to Tracts A and D.	This condition has been met by the preparation, approval and implementation of the tree retention plan approved under BLD2012-00168.	

Exhibit 3

<p>7. Pursuant to PWS. 10.170, the City Engineer has approved the following variations to PWS. 15.1 10 and PWS. 15.100. The below variations may be modified during final engineering.</p>	<p>Noted.</p>	
<p>a. To provide an acceptable road cross section for the area adjacent to the Asbery Place improvements, Public Works will allow the following variation from frontage improvements: 20-foot right-of-way dedication such that SE 2nd Street has a total 50-foot right-of-way width, 28-feet total pavement width from existing face of curb from Asbery Place to proposed Brauerwood face of curb, road centerline and crown at midway point in pavement, 6-inch vertical curb, 5-foot wide sidewalk, 1-foot wide right-of-way behind back of sidewalk, planter strip located between back of curb and sidewalk. Width to cover distance between curb and sidewalk. Consider use of rain gardens in this area.</p>	<p>The modified right of way was installed per the approved engineering plans BLD2012-00168. There was no modification to the variation during final engineering.</p>	
<p>b. To provide an acceptable road cross section for the area adjacent to Tax Parcel No 1240700070, Public Works will allow the following variation from frontage improvements: 30-foot right-of-way dedication, 20-feet of pavement sloped to curb, 6-inch vertical curb, 3-foot wide planter strip, 5-foot wide sidewalk, transition from improvements adjacent to Asbery Place using standards approved by Public Works.</p>	<p>The modified right of way was installed per the approved engineering plans. There was no modification to the variation during final engineering.</p>	
<p>c. Public Works will allow the following variation on the internal plat road: 50-foot right-of-way dedication, 28-foot total pavement width, road centerline and crown at midway point in pavement, 6-inch vertical curb both sides, 5-foot wide planter strip both sides, 5-foot wide sidewalk both sides, 6-inch wide right-of-way behind back of sidewalk.</p>	<p>The modified right of way was installed per the approved engineering plans. There was no modification to the variation during final engineering.</p>	

Exhibit 3

<p>8. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM) and the City of Sammamish Stormwater Management Comprehensive Plan.</p>	<p>The drainage and engineering design was approved at the time of building permit issuance for site development BLD2012-00168.</p>	
<p>9. Wetland hydrology shall be maintained consistent with the requirements of the 2009 KCSWDM. This may result in modifications to plat layout and the design of the stormwater system for the proposed project.</p>	<p>There are no wetlands on site.</p>	
<p>10. As specified in Section 5.1 of the 2009 KCSWDM manual, stormwater from roof drains shall be infiltrated, dispersed, or connected to the storm system with a perforated stub-out connection or other low impact development methodology approved by Public Works. The feasibility of the selected option shall be evaluated during final engineering/plat construction review. The resulting requirement shall be included on the final plat to ensure compliance. No reduction in flow control facility is given for perforated stub-outs.</p>	<p>The drainage and engineering design was approved at the time of building permit issuance for site development BLD2012-00168..</p>	
<p>11. 20-feet of the development frontage with SE 2nd Street shall be dedicated as public right-of-way to the City along the development frontage with Asbery Place.</p>	<p>The required dedication is provided on pages 1, 4 and 5 of 6.</p>	
<p>12. 30-feet of the development frontage with SE 2nd Street shall be dedicated as public right-of-way to the City along the development frontage with Tax Parcel No 1240700070.</p>	<p>The required dedication is provided on pages 1, 4 and 5 of 6.</p>	
<p>13. The 50-foot wide internal plat road shall be dedicated as public right-of-way to the City of Sammamish.</p>	<p>The required dedication is provided on pages 1, 4 and 5 of 6.</p>	
<p>14. All open pond drainage tracts shall be dedicated to the City of Sammamish.</p>	<p>The required dedication is provided on page 2, note 2 under "Notes and Restrictions" and shown on page 4 of 6.</p>	

Exhibit 3

<p>15. Temporary street name signs and no parking signs (if required on final engineering plans) shall be installed. Permanent street designation and traffic control signs, including poles and hardware, shall be installed following sidewalk installation. These items shall be paid for by the plattor but shall be designed, furnished, and installed by the City to establish uniformity unless otherwise indicated by the City. Additional signage not shown on final engineering plans may be required based on site conditions as determined by Public Works. A written request must be submitted to the City Public Works Department when signing is needed and the plattor will be billed upon completion. Street designation signs shall display street name or number.</p>	<p>Street signs have been installed within the plat.</p>	
<p>16. All public and private stormwater facilities shall be constructed and in full operation. These facilities shall include the stormwater conveyance system, detention, water quality, and any required monitoring facilities. The conveyance system shall include all drainage structures, piping, ditching, curb, gutter, and road paving with the exception of the final lift of asphalt.</p>	<p>The drainage and engineering design was approved at the time of building permit issuance for site development BLD2012-00168. The work has been completed onsite with the exception of the final lift of asphalt.</p>	
<p>17. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. The Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.</p>	<p>This condition shall be completed by action taken by The Public Works Inspector. All storm drain facilities and conveyance lines have been, or will be staked under the direct supervision of a licensed surveyor.</p>	

Exhibit 3

<p>18. A performance bond shall be posted to the City for all required improvements that remain at the time of final plat, or 30% of the total improvements costs, whichever is greater. A bond quantities Worksheet shall be provided by the platfor for City review and approval of performance bond amount. The restoration bond shall be released by the City following final plat approval.</p>	<p>The bond amount of \$483,485.20 has been approved and the bond was submitted to the City on July 8, 2013. A landscape performance bond for \$138,741 was submitted on July 8, 2013.</p>	
<p>19. A Homeowners Association shall be created to be responsible for maintenance of all common areas. The covenants and restrictions of said homeowners association shall be filed for record at King County at the time of final plat recording.</p>	<p>This condition shall be completed at the time of recording of the plat by the developer. A draft copy of the covenants and restrictions for the homeowners association was been submitted to the city for review, as part of the final plat submittal.</p>	
<p>20. All trees to be retained shall be clearly tagged with numbers corresponding to the tree retention plan on file with the city.</p>	<p>All trees to be retained have been clearly tagged with numbers corresponding to the tree retention plan on file with the city. See Sheet 6 of 6</p>	
<p>Conditions to Appear on the Face of the Final Plat: Conditions 21 through 32 have been sited verbatim on the final plat.</p>		
<p>21. "Tract C shall be converted from drainage tract to public right-of-way with the future extension of SE 2nd Street to the east. Tract C is subject to future dedication to the City of Sammamish without compensation upon demand for same at such time as it is needed for the eastward extension of SE 2nd Street."</p>	<p>Per the City, Tract C has been dedicated as Public Right of Way. On the original preliminary plat Tract C was located directly north of Tract D. It is now shown as the eastern end of SE 2nd Street right of way. The required dedication is provided on pages 1, 4 and 5 of 6.</p>	

Exhibit 3

<p>22. "Maintenance of landscape strips along 214th Avenue SE, SE 2nd Street, and the internal plat roads shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat."</p>	<p>The HOA will give the maintenance requirement to the individual homeowners as a requirement in the CCR's. If at any time the homeowner does not comply with these requirements the HOA will have the ability to complete the work and bill the homeowner. The appropriate notes/restrictions regarding the maintenance responsibilities have been provided on the final plat. See Page 2 of 6, Note 9 under "Notes and Restrictions"</p>	
<p>23. "Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association."</p>	<p>The appropriate note/restriction regarding the maintenance responsibilities have been provided on the final plat. See Page 2 of 6, Note 10 under "Notes and Restrictions"</p>	
<p>24. "All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet via perforated tightline as shown on the approved Construction Drawing on file with the City of Sammamish. This plan shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval. For those lots that are designated for individual lot infiltration systems, the systems shall be designed and constructed as part of the building permit process and shall comply with the approved Construction Drawings on file with the City of Sammamish."</p>	<p>This condition shall be met at the time of building permit submittal. The appropriate notes/restrictions have been provided on the final plat. See Page 2 of 6, Note 11 under "Notes and Restrictions"</p>	

Exhibit 3

<p>25. All Tracts not containing an open pond drainage facility shall be identified as the property of the Homeowners Association; provided, that Tract C shall be noted as subject to future dedication to the City of Sammamish without compensation upon demand for same at such time as it is needed for the eastward extension of SE 2nd Street. A stormwater easement to the City of Sammamish shall be denoted as encumbering the stormwater vault within Tracts C and D.</p>	<p>The appropriate notes, restrictions, dedication and easement has have been provided on the final plat. See Page 2 of 6, Notes 1, 2 and 4 under "Notes and Restrictions". Per the City, Tract C is now shown as dedicated as Public Right of Way. The required dedication is provided on pages 1, 4 and 5 of 6.</p>	
<p>26. "Trees identified on the tree retention plan of the preliminary plat for retention have been retained pursuant to the provisions of SMC 21A.35.210. Removal of these trees is prohibited unless necessary to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 2 1A.35.240."</p>	<p>The appropriate note/restriction has been provided on the final plat. See Page 2 of 6, Note 13 under "Notes and Restrictions". Additionally, Page 6 of 6 has been added to the final plat identifying the retained trees as well as approximate location of replacement trees.</p>	
<p>27. All trees to be retained in groups will be placed in tracts or Tree Retention Easements (T.R.E), except for individual trees on individual lots.</p>	<p>All trees to be retained in groups are in designated tracts. All other retained trees are on individual lots. See Page 6 of 6.</p>	
<p>28. Section 14A.15.020 SMC requires that at the time of final plat a minimum of 30% of the impact fees must have been paid prior to recording. However, the plattor has the option to pay more. The platter shall indicate on the face of the plat if any additional fees are owed by the lots in the plat. Also the plattor shall indicate that Lots 3-33 are subject to any remaining street impact fees.</p>	<p>All fees required to be paid prior to final plat approval shall be paid by the developer The total fees required are \$108,577.50 for 50% school mitigation and \$145,349.16 traffic fee portion. These fees were paid on June 18, 2013. The appropriate note/restriction regarding any remaining fee has been provided on the final plat. See Page 2 of 6, Notes 15-18 under "Notes and Restrictions"</p>	

Exhibit 3

<p>29. "Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees were paid at final plat. Fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance for each new residential dwelling unit on Lots 3-33."</p>	<p>All fees required to be paid prior to final plat approval have been paid by the developer on 6/18/13 and \$108,577.50 which is one half the school impact fees on lots 3-33. The appropriate note/restriction regarding any remaining fee has been provided on the final plat. See Page 2 of 6, Note 16 under "Notes and Restrictions"</p>	
<p>30. "Pursuant to City of Sammamish Ordinance No. 02002- 1 12, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit."</p>	<p>This condition shall be met at the time of building permit issuance. See Page 2 of 6, Note 17 under "Notes and Restrictions"</p>	
<p>31. "Lots 3-33 are subject to park impact fees at the time of building permit issuance for each new residential dwelling unit."</p>	<p>This condition shall be met at the time of building permit issuance. See Page 2 of 6, Note 18 under "Notes and Restrictions"</p>	
<p>32. "Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented."</p>	<p>The appropriate note/restriction has been provided on the final plat. Page 2 of 6, Note 19 under "Notes and Restrictions"</p>	

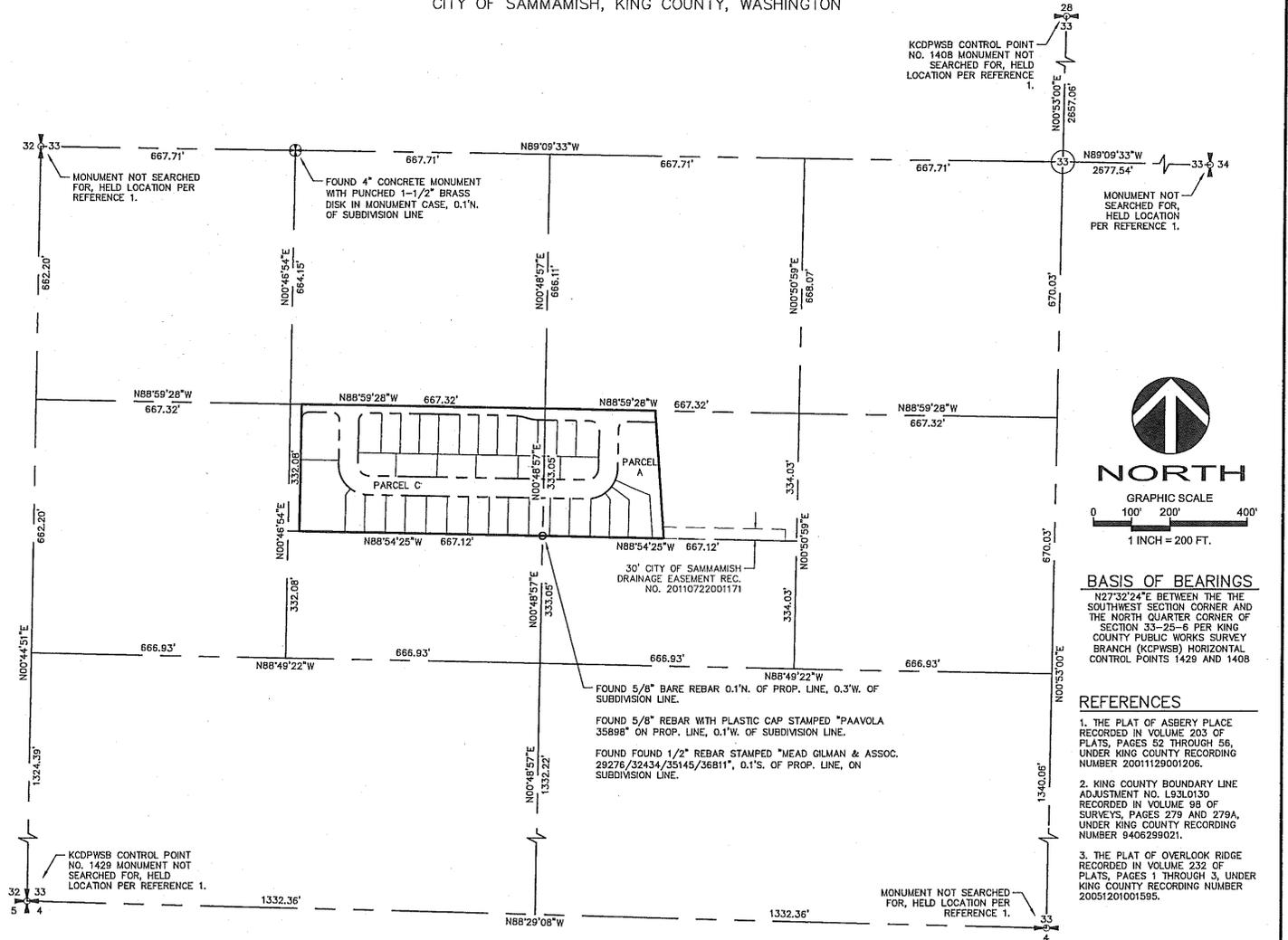
BRAUERWOOD ESTATES

A PORTION OF THE NW. 1/4 AND THE NE. 1/4 OF THE SW. 1/4 SECTION 33, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

RECORDING NO.

VOL/PG

SHEET 3 OF 6



EASEMENT NOTES CONTINUED FROM SHEET 2

6. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 14 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOTS 13 AND 16 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 13, 14 AND 15 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
7. THE PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 16 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOT 17 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 16 AND 17 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
8. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 19 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOTS 18 AND 20 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18, 19 AND 20 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
9. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 21 AND 22 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOTS 22 AND 23 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 21, 22 AND 23 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
10. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 24 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOT 25 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 24 AND 25 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
11. THE PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 27 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOT 26 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 26 AND 27 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
12. THE PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 28 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOT 29 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 28 AND 29 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
13. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 31 AND 32 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOTS 30 AND 31 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 30, 31 AND 32 SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
14. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON TRACT B AND LOTS 1 THROUGH 6 IS RESERVED AND GRANTED TO THE BENEFIT OF THE OWNERS OF LOTS 1, 2, 3, 4, 5, 6 AND 7 FOR PRIVATE STORM DRAINAGE FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENT NOTES AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY BENEFITED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS IN LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.



D.R. STRONG
CONSULTING ENGINEERS



ENGINEERS PLANNERS SURVEYORS
10604 NE 38th PL #101 KIRKLAND, WA 98033
C 425.027.3063 F 425.027.2423
www.distrong.com

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Exhibit 4

Exhibit 4

Brauerwood Vicinity Map

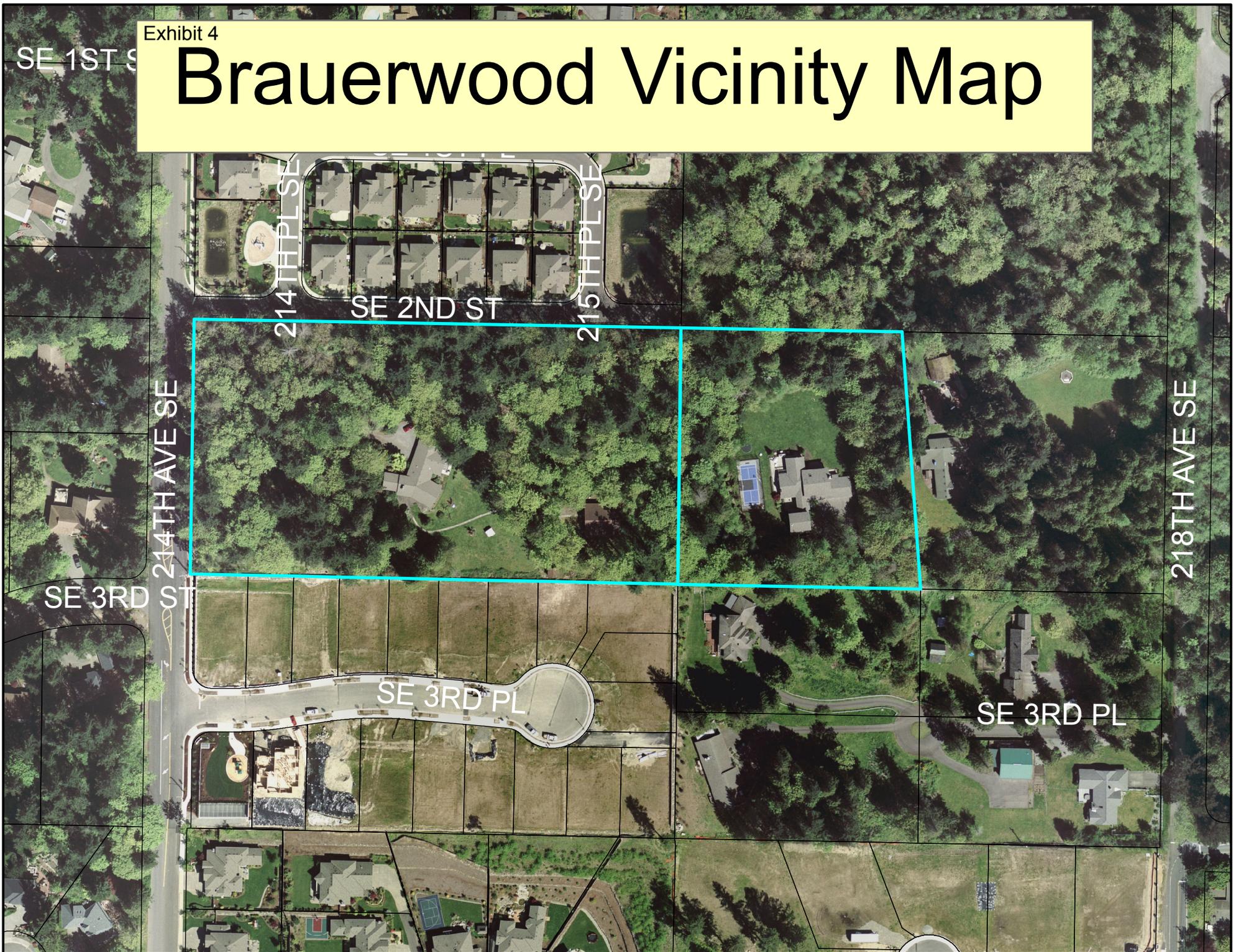


Exhibit 4



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 9, 2013

Originating Department: Community Development

Clearances:

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

Subject: Resolution: Final Plat for Laurel Hills, Division 4 Subdivision of 17 lots

Action Required: Motion to adopt resolution approving the subdivision

Exhibits:

1. Draft Resolution
2. Hearing Examiner Decision dated November 2, 2012
3. Matrix showing plat conditions and responses
4. Map of Final Plat
5. Vicinity Map

Budget: N/A Legislative Approval

Summary Statement:

The developer of the Laurel Hills, Division 4 subdivision is seeking to record the 17-lot subdivision, which will create 16 additional single family lots.

Background:

Description:

The subdivision was reviewed and granted preliminary plat approval by the Sammamish Hearing Examiner on November 2, 2012. Access to the development is from SE 32nd Street, 225th Avenue SE and 226th Avenue SE. The site is zoned Residential, 4 units per acre (R-4). There are no environmentally critical areas located on site.

The City of Sammamish has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under plat construction and clear and grade permit BLD2012-00787. The improvements have been substantially completed and inspected.



City Council Agenda Bill

Performance Bond:

The applicant has posted a bond for the installation of the remaining site improvements (including street and planter strip landscaping improvements) in the amount of \$272,542.50.

Landscaping Bond:

The applicant has posted a bond for the installation of the remaining landscaping and recreation improvements in the amount of \$75,899.83.

Critical Areas Bonding:

N/A

Transportation Mitigation Fees:

The applicant has paid 30% of the street impact fees in the amount of \$23,756.33 in addition to the current administration fee. The balance of the impact fees shall be paid at the time of building permit issuance on a per lot basis.

School Mitigation Fees:

The applicant has paid fifty percent of the applicable Issaquah School District impact fees in the amount of \$29,904.00 in addition to the current administration fee. The balance of the school impact fees shall be paid at the time of building permit issuance on a per lot basis.

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

Financial Impact: N/A

Recommended Motion: Approve the 17-lot Laurel Hills, Division 4 subdivision, and authorize the mayor to sign the mylars for the final plat.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2013-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, GRANTING FINAL PLAT APPROVAL TO
THE PLAT OF LAUREL HILLS, DIVISION 4**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Laurel Hills, Division 4 Subdivision; and

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

WHEREAS, the City Council desires to grant final approval to the 17-lot plat of the Laurel Hills, Division 4;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions.

The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner's decision of November 2, 2012 for the preliminary plat of Laurel Hills, Division 4 (PLN2012-00011).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Laurel Hills, Division 4 (17-lot) plat.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF JULY 2013.**

CITY OF SAMMAMISH

Mayor Thomas T. Odell

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: July 11, 2013

Passed by the City Council:

Resolution No.:



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

DECISION ¹

FILE NUMBER: PLN2012-00011

APPLICANT: Laurel Hill Partners, LLC
14410 Bel-Red Road
Bellevue, WA 98007

TYPE OF CASE: Preliminary subdivision (*Laurel Hill, Division IV*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: GRANT subject to conditions

DATE OF DECISION: November 2, 2012

INTRODUCTION ²

Laurel Hill Partners, LLC (Laurel Hill) seeks preliminary approval of *Laurel Hill, Division IV (Laurel Hill IV)*, a 17 lot single-family residential subdivision of a 4.4 acre site zoned R-4.

Laurel Hill filed a Base Land Use Application on March 16, 2012. (Exhibit 1 ³) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. (Testimony)

The subject property is located on the south side of SE 32nd Street between 225th and 226th Avenues SE.

¹ This Decision memorializes and expands upon an oral decision rendered on the record at the close of the November 1, 2012, open record hearing.

² Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

³ Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

Exhibit 2

HEARING EXAMINER DECISION

RE: PLN2012-00011 (*Laurel Hill, Division IV*)

November 2, 2012

Page 2 of 11

The Sammamish Hearing Examiner (Examiner) viewed the subject property on November 1, 2012.

The Examiner held an open record hearing on November 1, 2012. The Department gave notice of the hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 8a)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The Department testified that without a hearing recess to review departmental records, no statement could be made as to compliance with the decision issuance requirement. The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or a letter from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. Laurel Hill agreed to extend the deadline. (Testimony)

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

- Exhibits 1 - 18: As listed on the Pre-filed Exhibit List prepared by the Department
- Exhibit 19: Letter report from TraffEx, October 1, 2012

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

ISSUES

Does the application meet the criteria for preliminary subdivision approval as established within the SMC?

No testimony or evidence was entered into the record by the general public either in support of or in opposition to the application.

FINDINGS OF FACT

1. The subject 4.4 acres is a rectangular parcel located on the south side of SE 32nd Street between 225th and 226th Avenues SE. The subject property slopes moderately towards the south. The north half of the site is dominated by open pasture; the remainder is dominated by a mixed-species forest. One single-family residence is located amidst the trees on the southern portion of the site. (Exhibits 2 – 6 and 14)
2. No environmentally sensitive areas exist on or in close proximity to the subject property. (Exhibits 3 and 18)

Exhibit 2

HEARING EXAMINER DECISION

RE: PLN2012-00011 (*Laurel Hill, Division IV*)

November 2, 2012

Page 3 of 11

3. The subject property is zoned R-4 and is surrounded by similarly zoned properties. (Exhibits 15 and 18) The maximum allowed yield under the R-4 zoning is 17 dwelling units. (Calculated by the Examiner)
4. Laurel Hill proposes to divide the subject property into 17 lots for single-family residential development. The lots will be served by upgrades to the three public streets which abut the site. Proposed lot sizes range from approximately 7,100 to 8,600 square feet (SF). A recreation tract (Tract A) encompasses approximately the southern 39,000 SF of the site. (Exhibit 2)

Storm water runoff will be collected and transported to an off-site storm water detention facility which presently serves *Laurel Hill Divisions II and III*. (Exhibits 2 and 6a) Laurel Hill has begun expansion of that facility to handle the additional flows under authority of City-issued permits. (Testimony)

5. The Department's Staff Report (Exhibit 18) provides a detailed exposition of facts related to all criteria for preliminary subdivision approval. Laurel Hill concurred in full (with two clarifications discussed below) in the Findings, Conclusions, and Recommended Conditions set forth in that report. (Testimony) The record contains no challenge to the content of that report. Therefore, the Findings and Conclusions/Analysis within the Staff Report are incorporated herein as if set forth in full with the following clarification and addition:
 - A. Finding 19, p. 3. Laurel Hill requested vacation of nine feet of right-of-way along the east side of 225th Avenue SE. The Department of Public Works recommended to the City Council that it vacate only eight feet of right-of-way. The City Council will hold its second reading of the right-of-way vacation ordinance on November 6, 2012. Laurel Hill anticipates approval of an eight foot right-of-way vacation. (Testimony)
 - B. Finding 23, p. 4. Laurel Hill has already entered into Developer Extension Agreements with the affected water and sewer district, and made required financial deposits to guarantee service to *Laurel Hill IV*. Laurel Hill has submitted to the water and sewer district engineering plans for required system facilities. (Testimony)
6. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

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LEGAL FRAMEWORK ⁴

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

Authority

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

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

[SMC 20.10.070(2)]

Review Criteria

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

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

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

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

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other

⁴ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

Exhibit 2

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planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

Vested Rights

Sammamish has enacted a vested rights provision.

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

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on March 16, 2012.

Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof.

Scope of Consideration

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

CONCLUSIONS OF LAW

1. Extensive, detailed conclusions regarding conformance with the criteria for approval are unnecessary since *Laurel Hill IV* is an uncontested case.
2. Based upon all the evidence in the record, the Examiner concludes that *Laurel Hill IV* meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with Comprehensive Plan policies and zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
3. Given all the evidence in the record, the Examiner concludes that *Laurel Hill IV* complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.

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4. The recommended conditions of approval as set forth in Exhibit 18 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
 - A. Recommended Condition 3 will be moved to become the first condition and will be slightly modified. It is appropriate that it be the first condition as it specifically identifies that which is being given preliminary plat approval. It will be modified to indicate that Exhibit 2 represents not only the approved preliminary plat but also supporting plans (such as tree retention, drainage, clearing and grading, etc.). Finally, a sentence will be added to remind the reader that preliminary plats may be revised if certain procedures are followed as spelled out in the SMC.
 - B. A very pertinent question was asked during the 2009 *Cornerstone* (PLN2007-00066) hearing: Since water and sewer commitment certificates are by their own terms valid for only one year (See Exhibits 11 and 12.) and since an approved preliminary plat is valid for seven years, what assurance is there that adequate water and sewer service will be available if the plat is developed and recorded after the current certificates expire? ⁵

The fact pattern here is different in a significant way than in *Cornerstone*: Here the applicant has a binding commitment for service by virtue of having already executed a Developer Extension Agreement and paid fees to guarantee capacity availability. The preliminary subdivision conditions which the Examiner used to respond to the question in *Cornerstone* are unnecessary here.
 - C. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1 - 11, 13 - 15, 17, 19 - 21 and 24 - 29 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
5. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

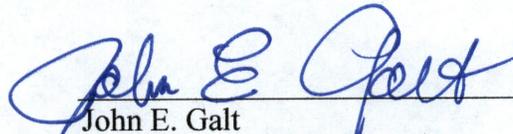
⁵ This is a paraphrasing of the question, updated to reflect current preliminary subdivision approval time limits.

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DECISION

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

Decision issued November 2, 2012.



John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ⁶

Mike Miller
Tawni Dalziel

Mona Davis

NOTICE of RIGHT of RECONSIDERATION

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

A request for reconsideration is not a prerequisite to judicial review of this Decision, nor does filing a request for reconsideration stay the time limit for commencing judicial review. [SMC 20.10.260(3)]

NOTICE of RIGHT of JUDICIAL REVIEW

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

⁶ The official Parties of Record register is maintained by the City's Hearing Clerk.

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

CONDITIONS OF APPROVAL
Laurel Hill, Division IV
PLN2012-00011

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, the Specific Design Requirements as set forth in hearing Exhibit 17, and the following special conditions:

General Conditions:

1. Exhibit 2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on March 16, 2012, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
3. Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plator may file for an extension as permitted by code.
4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.
5. Proposed street improvements and public right-of-way dedication shall conform to the provisions of the approved variation to the Public Works Standards. (Exhibit 7)

Prior to Final Construction Approval:

6. SE 32nd Street is classified as a local road with 60 feet of existing right-of-way. Half-street frontage improvements pursuant to PWS 15.110 and consistent with PWS Table 1, Figure 01-05, and City Ordinance 2005-191 for a local road are required on SE 32nd Street. Half-street asphalt grind and overlay may be required with construction permit. No further dedication is needed.

Exhibit 2

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7. SE 32nd Street contains traffic circles located at its intersection with both 225th Avenue SE and 226th Avenue SE. Frontage improvements along SE 32nd Street or the traffic circles may require modifications to provide for effective traffic calming on SE 32nd Street.
8. 225th Avenue SE is classified as a local road with 60 feet of existing right-of-way. If the petition for vacation of a portion of that right-of-way is approved by the City Council, the City Engineer has approved the following variation to the local street standard:

Half-street frontage improvements on 225th Avenue SE shall include 14 feet of pavement from the new right-of-way centerline, 6-inch vertical curb, 5 foot planter width, and 5 foot sidewalk with 0.5 feet of right-of-way on the back side of the sidewalk. No parking signs will be required on the east side of 225th Avenue SE.

If the right-of-way vacation is not approved by the City Council, the City Engineer may modify the required street cross-section during final engineering.

9. Road tapers on 225th Avenue SE and 226th Avenue SE shall be designed pursuant to AASHTO standards and reviewed during final engineering.
10. 226th Avenue SE is classified as a local road and half-street frontage improvements are required. Transitions between pavement widths shall be provided with tapers meeting AASHTO standards. 226th Avenue SE shall have 28 feet of pavement, 5 foot planter strip, and 5 foot sidewalk from the 226th Avenue SE/SE 32nd Street intersection to the approximate midpoint of proposed Lot 5. From that point to the temporary hammerhead turnaround, pavement width shall be a minimum of 20 feet with 5 foot planter and 5 foot sidewalk.

For that portion of roadway south of approximately the midpoint of Lot 5, the City prefers to maintain a straight alignment for 226th Avenue SE maintaining the location established by the existing curb located at the SE corner of the 226th Avenue SE/SE 32nd Street intersection. This would be accomplished by having a portion of the half-street improvement constructed on the parcels directly east of the proposed *Laurel Hill IV* development.

Accordingly, the Platlor shall work with adjacent property owners to the east to provide a public easement for 226th Avenue SE, if feasible. Alternately, the City Engineer has approved a variation to the frontage dedication. The frontage improvements may be constructed using a combined 25 foot right-of-way dedication and 6 foot public access easement. Under this scenario, the required sidewalk would be placed in the public access easement with planter, curb, and 20 feet of pavement placed in the dedicated right-of-way. NO PARKING signs shall be provided consistent with the Fire Marshall requirements for access. The final layout of 226th Avenue SE shall be approved during final engineering.

11. A temporary hammerhead turnaround shall be provided on 226th Avenue SE consistent with the 2009 International Fire Code and approved by the Fire Marshal. A temporary public easement encompassing the turnaround shall be recorded and released with the extension of 226th Avenue SE.

Exhibit 2

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12. A public access and utility easement shall be placed over the stormwater and sanitary sewer facilities located in Tract A. Adequate separation of utilities shall be provided and reviewed during final engineering. Public Works approval may result in modification of the plat layout.

Conditions to appear on the face of the final plat:

13. Unless otherwise approved by Public Works, 25 feet of right-of-way dedication along the plat frontage with 226th Avenue SE is required to be shown on the final plat map with the sidewalk within a public easement. Building setbacks shall apply from the back of sidewalk. Language indicating dedication is required on the face of the final plat.
14. *“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”*
15. Unless otherwise directed by Public Works, the following note shall appear on the face of the final plat: *“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways that are not directed to an approved low-impact development facility shall be connected to the permanent storm drain system as shown on the approved plat Clear and Grade permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated stub-out pursuant to the 2009 King County Surface Water Design Manual.”* The approved site development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.
16. If plat construction approves the installation of infiltration or dispersion trenches, the following note shall be required: *“For all lots which contain or are adjacent to infiltration or dispersion trenches/facilities, lots shall be graded such that the flow path is directed away from the building foundation.”*
17. *“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.”*
18. The Plator shall comply with RCW 58.17.280, providing the appropriate *“addressing note”* with address ranges being on the final plat.
19. *“Maintenance of all landscape strips along 225th Avenue SE, SE 32nd Street, and 226th Avenue SE separating the sidewalk from the roadway shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians created by the plat.”*
20. *“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”*

Exhibit 2

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21. *“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”*
22. Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.
23. *“Flow control best management practices for each single-family residential building permit shall be in accordance to the approved site development permit drainage plans.”*
24. Trees retained pursuant to SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.
25. *“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”*
26. The Plator shall include a note regarding the payment of traffic impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.
27. *“The proposed subdivision is subject to school impact fees for the Issaquah School District, consistent with Chapter 21A.105 SMC. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee.”*
28. *“The proposed subdivision is subject to parks impact fees, consistent with Chapter 14A.20 SMC, which shall be paid at the time of building permit issuance together with an administrative fee.”*
29. *“Pursuant to City of Sammamish Ordinance No. O2002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”*

Exhibit 2

**COMPLIANCE MATRIX FOR LAUREL HILLS DIV. IV
PLN2012-00011 & FSUB2013-00050**

Plat Conditions of Approval	Applicant Response	City Review/Approval
<p>1. Exhibit 2 is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.</p>	<p>Final plat is substantially the same as the approved preliminary plat</p>	<p>Site development is consistent with preliminary plat. No revisions were processed.</p>
<p>2. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on March 16, 2012, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.</p>	<p>Final plat complies with RCW 58.17.170.</p>	<p>Site development was processed and approved under permit BLD2012-00787.</p>
<p>3. Pursuant to Chapter 19A.12 SMC, preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of eighty-four (84) months; provided the Plator may file for an extension as permitted by code.</p>	<p>Final plat recording is anticipated in 2013.</p>	<p>SMC19A.12.020 allows for 84 months to record a subdivision. Preliminary plat approval was issued on 11/2/12; plat expires 11/2/19. All conditions met prior to expiration.</p>

Exhibit 3

Plat Conditions of Approval	Applicant Response	City Review/Approval
<p>4. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC and PWS Section 10.050(K). All improvements required pursuant to the PWS, SMC, or other applicable regulations must be installed and approved, or bonded, as specified for plats in Chapter 19A.16 SMC.</p>	<p>All required bonds shall be posted by the owner</p>	<p>Performance bonds were posted with the City under BLD2012-00787 for all required improvements.</p>
<p>5. Proposed street improvements and public right-of-way dedication shall conform to the provisions of the approved variation to the Public Works Standards. (Exhibit 7)</p>	<p>Noted. Street improvements and r/w dedication were completed per the approved engineering drawings. R/W dedication is shown on the final plat drawing.</p>	<p>Street improvements and public right-of-way dedication were completed as part of the site development under permit BLD2012-00787.</p>

Exhibit 3

<p>6. SE 32nd Street is classified as a local road with 60 feet of existing right-of-way. Half-street frontage improvements pursuant to PWS 15.110 and consistent with PWS Table 1, Figure 01-05, and City Ordinance 2005-191 for a local road are required on SE 32nd Street. Half-street asphalt grind and overlay may be required with construction permit. No further dedication is needed.</p>	<p>Noted. Half-street frontage improvements to SE 32nd were installed which include 18' of pavement from centerline, vertical curb and gutter, 5' planter strip and 5' sidewalk. Note the applicant has chosen to provide a bond to secure installation of the planter strip landscaping.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>
<p>7. SE 32nd Street contains traffic circles located at its intersection with both 225th Avenue SE and 226th Avenue SE. Frontage improvements along SE 32nd Street or the traffic circles may require modifications to provide for effective traffic calming on SE 32nd Street.</p>	<p>Noted. No modification to the existing traffic circles has taken place.</p>	<p>This requirement has been met. The plattor did not modify the traffic circle, but provided curb bulb outs along the frontage to retain the traffic circle function.</p>

Exhibit 3

<p>8. 225th Avenue SE is classified as a local road with 60 feet of existing right-of-way. If the petition for vacation of a portion of that right-of-way is approved by the City Council, the City Engineer has approved the following variation to the local street standard:</p> <p style="padding-left: 40px;">Half-street frontage improvements on 225th Avenue SE shall include 14 feet of pavement from the new right-of-way centerline, 6-inch vertical curb, 5 foot planter width, and 5 foot sidewalk with 0.5 feet of right-of-way on the back side of the sidewalk. No parking signs will be required on the east side of 225th Avenue SE.</p> <p>If the right-of-way vacation is not approved by the City Council, the City Engineer may modify the required street cross-section during final engineering.</p>	<p>Vacation has been approved and recorded. The approved construction drawings reflect the noted variation. Recording number for the vacation is 20130213000338, and corrected by deed recording number 20130523002117.</p>	<p>The right of way vacation was approved by the City Council on November 13, 2012. 225th Ave SE was constructed to the local road standard as modified by the City Engineer's approved variation.</p>
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Exhibit 3

<p>9. Road tapers on 225th Avenue SE and 226th Avenue SE shall be designed pursuant to AASHTO standards and reviewed during final engineering.</p>	<p>Noted. Tapers were designed to meet AASHTO standards and were approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>
<p>10. 226th Avenue SE is classified as a local road and half-street frontage improvements are required. Transitions between pavement widths shall be provided with tapers meeting AASHTO standards. 226th Avenue SE shall have 28 feet of pavement, 5 foot planter strip, and 5 foot sidewalk from the 226th Avenue SE/SE 32nd Street intersection to the approximate midpoint of proposed Lot 5. From that point to the temporary hammerhead turnaround, pavement width shall be a minimum of 20 feet with 5 foot planter and 5 foot sidewalk.</p> <p>For that portion of roadway south of approximately the midpoint of Lot 5, the City prefers to maintain a straight alignment for 226th Avenue SE maintaining the location established by the existing curb located at the SE corner of the 226th Avenue SE/SE 32nd Street intersection. This would be accomplished by having a portion of the half-street improvement</p>	<p>Neighboring properties failed to cooperate with proposed road improvements. Approved engineering plans reflect the variation.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>

Exhibit 3

<p>constructed on the parcels directly east of the proposed <i>Laurel Hill IV</i> development.</p> <p>Accordingly, the Plator shall work with adjacent property owners to the east to provide a public easement for 226th Avenue SE, if feasible. Alternately, the City Engineer has approved a variation to the frontage dedication. The frontage improvements may be constructed using a combined 25 foot right-of-way dedication and 6 foot public access easement. Under this scenario, the required sidewalk would be placed in the public access easement with planter, curb, and 20 feet of pavement placed in the dedicated right-of-way. NO PARKING signs shall be provided consistent with the Fire Marshall requirements for access. The final layout of 226th Avenue SE shall be approved during final engineering.</p>		
<p>11. A temporary hammerhead turnaround shall be provided on 226th Avenue SE consistent with the 2009 International Fire Code and approved by the Fire Marshal. A temporary public easement encompassing the turnaround shall be recorded and released with the extension of 226th Avenue SE.</p>	<p>Hammerhead is shown on sheet 5 of the final plat, and the easement is noted on sheet 2.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>

Exhibit 3

<p>12. A public access and utility easement shall be placed over the stormwater and sanitary sewer facilities located in Tract A. Adequate separation of utilities shall be provided and reviewed during final engineering. Public Works approval may result in modification of the plat layout.</p>	<p>Easement shown on sheet 5 of the final plat. Noted on sheet 2.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>
<p>13. Unless otherwise approved by Public Works, 25 feet of right-of-way dedication along the plat frontage with 226th Avenue SE is required to be shown on the final plat map with the sidewalk within a public easement. Building setbacks shall apply from the back of sidewalk. Language indicating dedication is required on the face of the final plat.</p>	<p>R/W is being dedicated as required for 226th Ave. SE</p>	<p>Right-of-way dedication is shown on final plat, Sheet 4 of 6.</p>
<p>14. <i>“Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.”</i></p>	<p>Noted as general note 1, sheet 2.</p>	<p>This will be met as a condition of building permit approval.</p>

Exhibit 3

<p>15. Unless otherwise directed by Public Works, the following note shall appear on the face of the final plat: <i>“All building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways that are not directed to an approved low-impact development facility shall be connected to the permanent storm drain system as shown on the approved plat Clear and Grade permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated stub-out pursuant to the 2009 King County Surface Water Design Manual.”</i> The approved site development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.</p>	<p>Noted as general note 2, sheet 2.</p>	<p>Approved as part of the Site Development Permit processed under permit BLD2012-00787.</p>
<p>16. If plat construction approves the installation of infiltration or dispersion trenches, the following note shall be required: <i>“For all lots which contain or are adjacent to infiltration or dispersion trenches/facilities, lots shall be graded such that the flow path is directed away from the building foundation.”</i></p>	<p>No infiltration is proposed for this plat.</p>	<p>No infiltration proposed. Stormwater runoff will be collected and transported to an off-site storm water detention facility, which served Laurel Hills Divisions 2 & 3 and was expanded to accommodate the additional flows in this development (Division 4).</p>

Exhibit 3

<p>17. <i>“No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.”</i></p>	<p>Noted as general note 4, sheet 2.</p>	<p>Note is reflected on final plat.</p>
<p>18. The Plator shall comply with RCW 58.17.280, providing the appropriate <i>“addressing note”</i> with address ranges being on the final plat.</p>	<p>Noted as general note 5, sheet 2. To be completed when the City staff provides addresses.</p>	<p>Addresses will be assigned at building permit. Address ranges are confirmed correct on the final plat.</p>
<p>19. <i>“Maintenance of all landscape strips along 225th Avenue SE, SE 32nd Street, and 226th Avenue SE separating the sidewalk from the roadway shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips, planter islands, or planted medians created by the plat.”</i></p>	<p>Noted as general note 6, sheet 2.</p>	<p>This condition will also be applied to future building permits.</p>
<p>20. <i>“All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.”</i></p>	<p>Noted as general note 7, sheet 2.</p>	<p>This condition will also be applied to future building permits.</p>

Exhibit 3

<p>21. <i>“Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.”</i></p>	<p>Noted as general note 8, sheet 2.</p>	<p>This condition will be applied to future building permits.</p>
<p>22. Covenant and easement language pertaining to individual lots and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.</p>	<p>To be noted once language is provided.</p>	<p>See General Note #3 on Sheet 2 of the final plat.</p>
<p>23. <i>“Flow control best management practices for each single-family residential building permit shall be in accordance to the approved site development permit drainage plans.”</i></p>	<p>Noted as general note 3, sheet 2.</p>	<p>This condition will be applied to future building permits.</p>
<p>24. Trees retained pursuant to SMC 21A.35.210 shall be identified on the face of the final plat for retention. Trees shall be tagged in the field and referenced on the face of the final plat with the applicable tag number. Trees retained as part of the preliminary plat shall be subject to the replacement requirements of SMC 21A.35.240 in the event that a tree must be removed following final plat approval.</p>	<p>Tree retention plan is sheet 6 of the final plat.</p>	<p>Tree retention has been confirmed by an arborist report dated 5/22/13 indicating trees were tagged and retention meets 25% required. Retained trees are depicted on Sheet 6 of 6.</p>

Exhibit 3

<p>25. <i>“Trees identified on the face of this plat have been retained pursuant to the provisions of SMC 21A.35.210. Retained trees are subject to the tree protection standards of SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with SMC 21A.35.240.”</i></p>	<p>Noted as general note 10, sheet 2.</p>	<p>Tree retention shall be monitored during building permit reviews and this condition will be stated on the building permit conditions.</p>
<p>26. The Plator shall include a note regarding the payment of traffic impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the traffic impact fees shall be reviewed and approved by the City prior to final plat approval.</p>	<p>Noted as general note 13, sheet 2.</p>	<p>30 % of the traffic impact fees were paid in the amount of \$23,756.33 on 5/23/13 and meet the final plat condition.</p>
<p>27. <i>“The proposed subdivision is subject to school impact fees for the Issaquah School District, consistent with Chapter 21A.105 SMC. At the time of building permit, the applicant shall pay one half of the required school impact fee, together with an administrative fee.”</i></p>	<p>Noted as general note 14, sheet 2.</p>	<p>50% of the school impact fees were paid in the amount of \$29,904.00 on 5/23/13 and meet the final plat condition.</p>

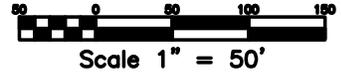
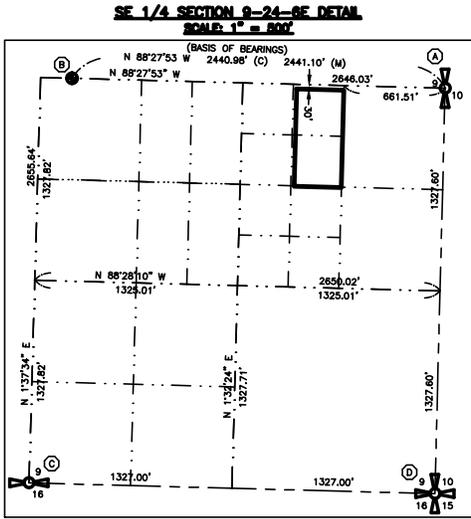
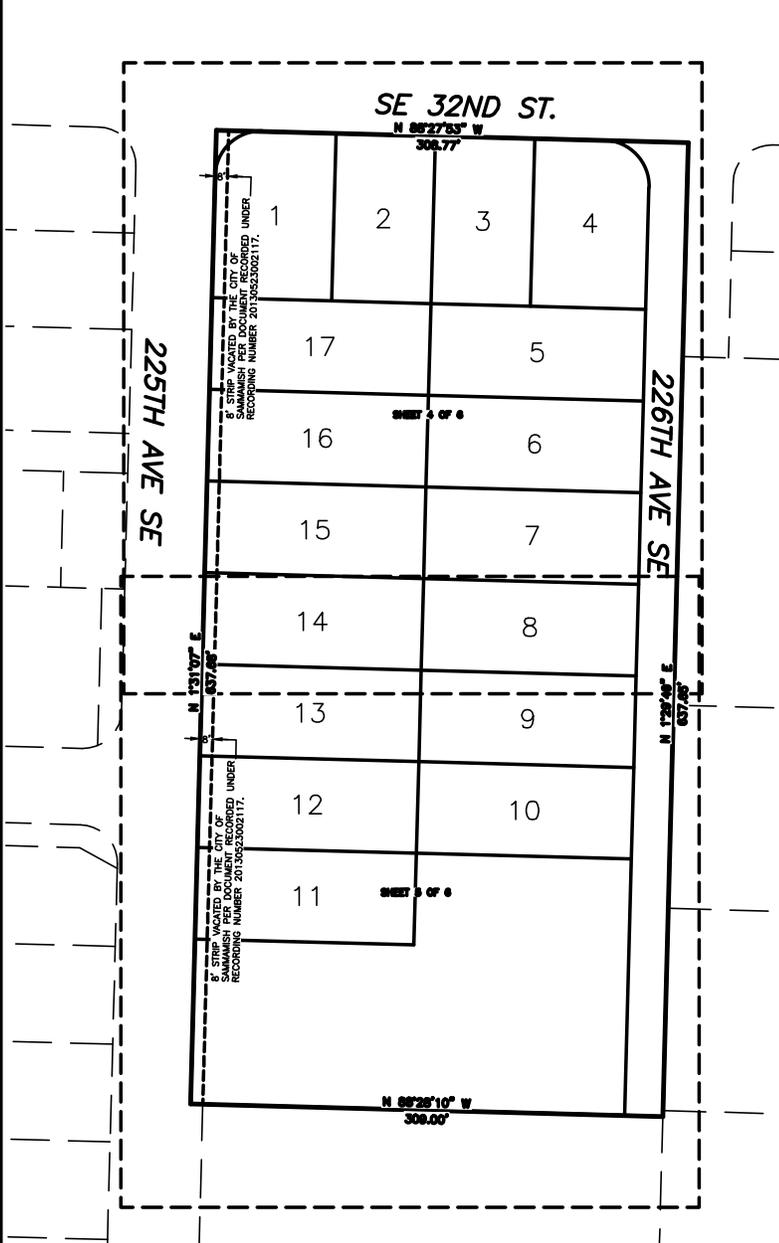
Exhibit 3

<p>28. <i>“The proposed subdivision is subject to parks impact fees, consistent with Chapter 14A.20 SMC, which shall be paid at the time of building permit issuance together with an administrative fee.”</i></p>	<p>Noted as general note 11, sheet 2.</p>	<p>Park fees will be collected at building permit issuance.</p>
<p>29. <i>“Pursuant to City of Sammamish Ordinance No. O2002-112, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.”</i></p>	<p>Noted as general note 12, sheet 2.</p>	<p>The surface water system development charge will be collected at building permit issuance.</p>

LAUREL HILLS DIV. IV

NW 1/4, SE 1/4, SEC. 9, T. 24 N., R. 6 E., W.M.
CITY OF SAMMAMISH, WASHINGTON

MOL/P6



MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91)

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

- REFERENCES**
- LAUREL HILL ESTATES DIVISION I AS RECORDED IN VOLUME 24, PAGES 26-28, UNDER RECORDING NUMBER 20070321000821.
 - CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. PLN2006-00012 AS RECORDED IN BOOK 206 OF SURVEYS, AT PAGES 107-108, UNDER RECORDING NUMBER 20060608900006.
 - PLAT OF CROFTON AS RECORDED IN VOLUME 247 OF PLATS, AT PAGES 87-91, UNDER RECORDING NUMBER 20080522000709.
 - PLAT OF WYNN ROSE AS RECORDED IN VOLUME 223 OF PLATS, AT PAGES 33-37, UNDER RECORDING NUMBER 2004030001205.
 - PLAT OF LAUREL HILLS DIV. I & III, RECORDED IN VOLUME 256 OF PLATS AT PAGES 86-82, UNDER RECORDING NUMBER 2011021000165.

- MONUMENT LEGEND**
- (A) E 1/4 COR SECTION 9-24-9E; FOUND 4"x4" CONC. MON WITH 1-1/2" BRASS DISC WITH 'X' DOWN 0.5" IN A CASE. HELD FOR POSITION. (5/03)
 - (B) FOUND 4"x4" CONC. MON WITH 1-1/2" BRASS DISC STAMPED "35145" WITH 'X'. HELD FOR ROTATION. (5/03)
 - (C) CALCULATED POSITION PER REFERENCES 1 & 2.
 - (D) CALCULATED POSITION PER REFERENCE 1 & 2.



Mead Gilman & Assoc.
Professional Land Surveyors
P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

MOL/P6

Exhibit 4

Exhibit 5

Laurel Hills, Division 4 Subdivision - Vicinity Map





City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 10, 2013

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Rec
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: NE Sammamish School Intersection Improvements Project Construction Contract Award

Action Required: Authorize the City Manager to award and execute a Small Works Construction Contract with RW Scott Construction Co. for construction of the NE Sammamish School Intersection Improvements Project in the amount of \$268,430 and administer a construction contingency in the amount of \$26,843.

Exhibits: 1. Bid Summary

Budget: \$400,000 available in the adopted 2013 Transportation Capital Improvement Fund.

Summary Statement:

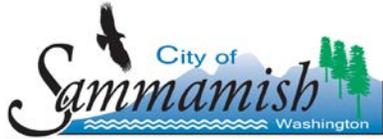
The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the NE Sammamish School Intersection Improvements Project. The work primarily consists of constructing curb bulbs at two intersections to improve the safety of school crossings for two elementary schools in Lake Washington School District.

Staff requested bids for this work utilizing the Small Works Roster. Bids were opened on July 11, 2013. The lowest responsible bidder was RW Scott Construction Co. in the amount of \$268,430.

Background:

This project will construct improvements at the intersections of 236th Avenue NE/NE 22nd Street and NE 14th Street/Samantha Smith Elementary School Driveway.

The intersection of 236th Avenue NE/NE 22nd Street is within the school zone near McAuliffe Elementary School. There are designated school crossings at all four legs of the intersection. The project will install sidewalk curb extensions at each corner of the intersection to narrow pedestrian crossing distances and improve visibility for pedestrians and school crossing guards. This project will also fix a long standing storm drainage issue that routinely floods the crosswalk at the southeast corner of the intersection.



City Council Agenda Bill

The intersection of NE 14th Street/Samantha Smith Elementary School Driveway is within the school zone in front of Samantha Smith Elementary School. This project will reconstruct the sidewalks and ADA ramps to provide for a school crossing that has better visibility and a better location. This project will also install sidewalk curb extensions on NE 14th St to narrow the school crossing distance and improve visibility for pedestrians and school crossing guards. The City has a long history of working with the Lake Washington School District and the school to improve school crossing safety at this intersection. The District and the school requested these improvements to enhance the safety of their school zone.

The cost for this project will be funded through the 2013 adopted budget for this project in the City's Transportation Capital Improvement Fund. Staff recommends the authorization of a construction contingency to address any unexpected items that may be identified during project construction. Construction management for this project will be provided in-house by existing City staff.

Financial Impact:

The work to be performed is anticipated to fit within the adopted 2013 budget. A portion of the costs for this project are funded by the budget line item for the proposed traffic signal at the intersection of Issaquah-Pine Lake Road and SE 48th Street. City funds are no longer needed for this project as the construction of this signal is being fully funded as mitigation for the Issaquah 22 subdivision.

Intersection Improvements (340-115-595-30-63-00):	\$ 200,000
Issaquah-Pine Lake Road/SE 48th Signal (340-155-595-30-60-00)	\$ 200,000
TOTAL BUDGET:	\$ 400,000

Project Design (WH Pacific Inc.):	\$ 43,370
Construction Management (In-house):	\$ 0
Construction Contract:	\$ 268,430
Construction Contingency (10%):	\$ 26,843
TOTAL ESTIMATED COST:	\$ 338,643

TOTAL REMAINING BUDGET: \$ 61,357

Recommended Motion:

Move to authorize the City Manager to award and execute a Small Works Construction Contract with RW Scott Construction Co. for construction of NE Sammamish School Intersection Improvements Project in the amount of \$268,430 and to administer a project construction contingency of \$26,843.

BID OPENING

NE Sammamish School Intersection Improvement Project
July 11, 2013

Bidder	Signed Proposal	Schedule Of Prices	Bid Security Form	Acknowledge Addendum	Bidder Signature	Non-Collusion Affidavit	Minimum Wage Affidavit	Bid
Westwater Construction Co.	✓	✓	✓	✓	✓	✓	✓	\$411,320.00
R. W. Scott Construction	✓	✓	✓	✓	✓	✓	✓	\$268,430.00

Apparent Low Bidder R.W. Scott Construction Engineer's Estimate \$225,735.00

Exhibit 1



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 9, 2013

Originating Department: Public Works

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Rec
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input checked="" type="checkbox"/> Public Works

Subject: 228th Ave SE/SE 24th St Left Turn Pocket Extension Project Construction Contract Award

Action Required: Authorize the City Manager to award and execute a Small Works Construction Contract with Watson Asphalt Paving Co. for construction of 228th Ave SE/SE 24th St Left Turn Pocket Extension Project in the amount of \$128,494 and administer a construction contingency in the amount of \$12,849.

Exhibits: 1. Bid Summary

Budget: \$164,255 available in the adopted 2013 Transportation Capital Improvement Fund (340-151-595-30-63-00) for this project.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the 228th Ave SE/SE 24th St Left Turn Pocket Extension Project. The work consists of extending the southbound left turn pocket at the intersection.

Staff requested bids for this work utilizing the Small Works Roster. Bids were opened on July 11, 2013. The lowest responsible bidder was Watson Asphalt Paving Co. Inc., for the amount of \$128,494.

Background:

The existing southbound left turn pocket at the intersection of 228th Ave SE/SE 24th St was installed in 2001 as part of the 228th Ave SE Improvements Phase 1B project. The current length of the turn pocket is 150 ft. During peak hours the southbound left turn queue often exceeds the available storage length, causing the queue to extend out into the southbound through lane. Based on the results of the 228th Avenue Corridor Analysis completed in 2012, the estimated future southbound PM peak left-turn queue length is approximately 300 ft. This project will extend the left turn pocket 200 feet to provide a total storage length of 350 ft.



City Council Agenda Bill

The bid amount for this project is an anticipated expense and is included in the 2013 adopted budget for this project in the City's Transportation Capital Improvement Fund. Staff recommends the authorization of a construction contingency to address any unexpected items that may be identified during project construction. Construction management for this project will be provided in-house by existing City staff.

Financial Impact:

The work to be performed is anticipated to fit within the adopted 2013 project budget.

228 th Turn Lane Project (340-151-595-30-63-00):	\$ 164,255
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TOTAL BUDGET:	\$ 164,255
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Project Design (In-house):	\$ 0
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Construction Management (In-house):	\$ 0
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Construction Contract:	\$ 128,494
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Construction Contingency (10%):	\$ 12,849
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TOTAL ESTIMATED COST:	\$ 141,343
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TOTAL REMAINING BUDGET:	\$ 22,912
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Recommended Motion:

Move to authorize the City Manager to award and execute a Small Works Construction Contract with Watson Asphalt Paving Co. Inc. for construction of 228th Ave SE/SE 24th St Left Turn Pocket Extension Project in the amount of \$128,494 and to administer a project construction contingency of \$12,849.

BID OPENING

228th Avenue S & SE 24th Left Turn Pocket Extension Project
July 11, 2013

Bidder	Signed Proposal	Schedule Of Prices	Subcontractor List	Non-Collusion Affidavit	Minimum Wage Affidavit	Bid Deposit	Bid
R.W. Scott Construction	✓	✓	✓	✓	✓	✓	\$148,830.00
Westwater Construction Co.	✓	✓	✓	✓	✓	✓	\$147,400.00
Watson Asphalt Paving	✓	✓	✓	✓	✓	✓	\$128,494.00

Apparent Low Bidder **Watson Asphalt Paving** Engineer's Estimate **\$128,990.00**

Exhibit 1



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 9, 2013

Originating Department: Public Works

Clearances:

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

Subject: Transit Now Financial Partnership Agreement Amendment

Action Required: Authorize the City Manager to execute an Amendment to the Agreement with King County for additional transit service on Metro Route 269

Exhibits: 1. Transit Now Direct Financial Partnership Agreement - Amendment No. 1

Budget: \$120,000 in the adopted 2013/2014 Street Fund.

Summary Statement:

The City of Sammamish has teamed with the City of Redmond, Microsoft, and the City of Issaquah to extend the current partnership with King County Metro to provide one additional year of increased peak-hour transit service between Overlake and Issaquah through Sammamish along 228th Avenue.

Background:

The Transit Now initiative to expand transit service was approved by King County voters in the November 2006 general election. This initiative includes a new opportunity for organizations to form partnerships with King County Metro for additional transit service. Under these partnerships, an organization's funds are matched by Metro on a 2-to-1 basis.

In September 2007, the City of Sammamish, together with the City of Redmond, Microsoft, and the City of Issaquah submitted a proposal to provide improved peak period, peak direction service on Route 269 between the Overlake Urban Center in Redmond and the Cities of Sammamish and Issaquah. The proposal was ranked favorably and was selected by Metro for implementation. Council approved the original five (5) year partnership agreement on April 15, 2008. Additional service began in September 2008 consisting of an increased service frequency of 20 minutes in the peak direction with 3 added AM trips and 4 added PM trips.

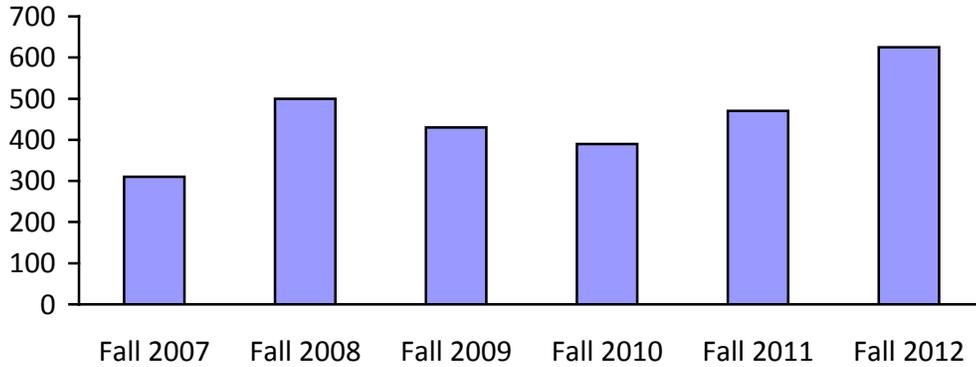
The original five-year agreement expires on September 27, 2013. This amendment will provide for a one-year extension, continuing the added Route 269 service until September 26, 2014.

Since implementation, the City has contributed \$238,268 to the Route 269 Partnership. King County Metro staff has reported that the additional trips have been successful. Ridership showed a significant increase before the effects of the economic recession. Ridership has increased in each of the last three years. At 625 daily riders, the fall 2012 count was the highest recorded



City Council Agenda Bill

Route 269 Ridership



Financial Impact:

The Agreement term is one year. The cost to extend the agreement for one additional year is \$56,520

The total cost to provide the additional year of service is \$565,190 and is apportioned as follows:

King County Metro:	\$ 376,790	66 2/3 %
City of Sammamish:	\$ 56,520	10%
City of Redmond:	\$ 56,520	10%
Microsoft:	\$ 56,520	10%
City of Issaquah:	\$ 18,840	3 1/3 %

King County will bill the City two times per year for the City's share of the increased transit service.

Recommended Motion:

Move to authorize the City Manager to execute an amendment to the agreement with King County for additional transit service on King County Metro Route 269.

AMENDMENT No. 1
to the
TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
between
KING COUNTY
and
THE CITIES OF SAMMAMISH, REDMOND AND ISSAQUAH, WASHINGTON
AND
MICROSOFT CORPORATION

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the cities of Sammamish, Redmond and Issaquah, each a Washington municipal corporation, and Microsoft Corporation, a Washington corporation (hereinafter collectively referred to as the "Service Partner"). The County and the Service Partner may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on May 13, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that the Agreement will expire five years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in the Agreement were implemented on or about September 22, 2008; and

WHEREAS, the Parties now desire to extend the Agreement for an additional one-year period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 7 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. Extension of Term of Agreement

As provided for in Section 4.1, the Agreement is extended until September 26, 2014.

2. Execution of Agreement – Counterparts

A new section 18 is added to the Agreement to read as follows:

This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

3. No Other Modifications.

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

4. Effective Date.

This Amendment No. 1 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

KING COUNTY

SERVICE PARTNER

City of Sammamish

By: _____

Kevin Desmond
General Manager, Metro Transit Division
Department of Transportation

Date: _____

By: _____

Name
Its (Title): _____

Date: _____

Additional Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation) signature blocks follows on page 3 of 3 of this First Amendment to the Agreement.

SERVICE PARTNER
City of Redmond

By: _____
Name
Its (Title): _____
Date: _____

SERVICE PARTNER
City of Issaquah

By: _____
Name
Its (Title): _____
Date: _____

SERVICE PARTNER
Microsoft Corporation

By: _____
Name
Its (Title): _____
Date: _____

Other than the foregoing signature blocks of Service Partner (City of Redmond, City of Issaquah and Microsoft Corporation), the remainder of this page 3 of 3 of the First Amendment to the Agreement is intentionally left blank.

Exhibit 1



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 10, 2013

Originating Department: Public Works

Clearances:

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

Subject: 2013/2014 Transportation Concurrency Management and On-Call Transportation Modeling

Action Required: Authorize the City Manager to execute a contract with David Evans & Associates Inc. to provide professional traffic engineering services in an amount not to exceed \$174,369.

Exhibits: 1. Agreement for Services

Budget: The following amounts are included in the Adopted 2013-2014 Street Fund Budget:
 \$ 20,000 – Transportation Computer Model
 \$ 80,000 – Level of Service
 \$ 50,000 – Concurrency Management System
 And various project and professional services budgets for on-call services as necessary.

Summary Statement:

This professional services contract is necessary for the continued management of the traffic concurrency program. David Evans and Associates (DEA) maintains the City's traffic model and performs all concurrency testing associated with the concurrency approval process.

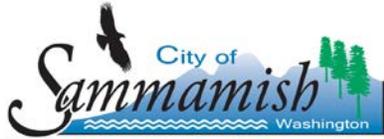
Other work covered by this contract includes performing a Traffic Impact Analysis or the Community Center project in addition to on-call transportation modeling budget for special studies to be used on various city needs including neighborhood studies, town center, etc.

Background:

This contract follows three previous concurrency management contracts with DEA. The first was approved by Council in November 2003, the second was approved in April 2007, and the third was approved in June 2010. DEA has performed the work under these contracts to a high level of satisfaction. City staff are continuing to utilize DEA to provide the traffic modeling work as they are the only firm that has the detailed background, knowledge, and experience with Sammamish's traffic model and its unique characteristics.

The major elements of work included in this contract are as follows:

- Concurrency Testing - This task provides for performing concurrency tests associated with development applications. The budget for this task includes the anticipated number of



City Council Agenda Bill

concurrency tests for the 2013 and 2014 budget period.

- Impact Fee Update Support - This task provides necessary data support to the City for updating the impact fee schedule following the completion of the Level of Service updates. Participation in the City's impact fee update process and public decision process are included to support the final decision of the Council.
- Community Center Traffic Analysis Support – This task provides a necessary component of the traffic analysis for the City's proposed Community Center.
- On-Call Transportation Modeling - This amount provides for on-call transportation modeling for anticipated analysis work including the town center and other special studies. In previous work with DEA, this method has provided the City with a quick response to on-demand traffic analysis needs.

Financial Impact:

The portion of the contract allocated to the impact fee update support, community center traffic impact analysis, concurrency testing work, and associated project management (\$61,141) is included in the adopted budget and is a planned expense. The cost of the concurrency testing is reimbursed by fees paid by development applicants. The on-call portion of the contract (\$100,000) will be funded by the associated specific city fund for which the work is being performed.

Recommended Motion:

Authorize the City Manager to execute a two year contract with David Evans and Associates Inc., to provide professional traffic engineering services in an amount not to exceed \$174,369.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: David Evans and Associates Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and David Evans and Associates 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 "E"

A sum not to exceed \$174,369

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, 2014, 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 1

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.

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.

Exhibit 1

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

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

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

10. Termination.

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

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

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

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

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

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

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

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

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

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.

Exhibit 1

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:

Jeff Brauns
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0561
e-mail: jbrauns@sammamish.us

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

Min Luo
David Evans and Associates
415-118th Avenue SE
Bellevue, WA 98005
Phone number: (425) 586-9764
e-mail: mxlu@deainc.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

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A Scope of Services

2013/2014 Concurrency Management and On-Call Transportation Services

This scope of services is a new agreement to continue operation of the Concurrency Management Program and to provide other transportation services when needed. It includes tasks to conduct traffic impact analysis for Sammamish Community Center, impact fee update support, concurrency evaluations of new developments in Sammamish, to maintain and improve the City's concurrency system, and to provide other transportation technical services at the City's request.

Task 1.0 Project Management

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The task budget assumes a small amount of activity each month, to provide for consultant's project administration; preparation of monthly invoices and progress reports; city-consultant coordination and meetings, and quality control/quality assurance.

To minimize costs and expedite work, information exchanges and mutual agreements between the parties and authorizations issued by the City will be executed as much as possible by electronic means. E-mail and facsimile transmittals shall be as valid as paper originals, when substantiated by printed copies.

Task 2.0 Traffic Impact Analysis for Sammamish Community Center

This task provides for perform a Traffic Impact Analysis (TIA) report for the Sammamish Community Center. The project size is approximately 60,000 square feet.

2.1 Traffic Demand Modeling for Existing and Pipeline Conditions without the Project

Consultant has performed traffic demand modeling work for the City. The City currently has a 2012 traffic demand model for the PM peak hour that was calibrated to the 2012 existing condition. In addition, the City also has a concurrency pipeline demand model for the PM peak hour that includes the 6-year pipeline developments. DEA will obtain the PM peak hour traffic volumes from the 2012 existing and concurrency pipeline models without the Project for intersection Level of Service (LOS) analysis.

The AM peak traffic volumes for the 2013 existing conditions will be obtained from the existing counts. The AM peak hour traffic volumes for the pipeline condition without the Project will be estimated based on the ratios of the 2013 AM traffic counts to the 2013 PM traffic counts and the PM peak hour traffic volumes from the pipeline model without the Project.

2.2 Trip Generation

Consultant will determine the trip generation and distribution as a result of the proposed Sammamish Community Center. The trip generation for the AM/PM peak hours and on a weekday basis will be determined using the latest ITE (Institute of Transportation Engineers) Trip Generation Manual 9th Edition, unless locally collected data is supportive for trip generation.

2.3 Traffic Demand Modeling for Existing and Pipeline Conditions with the Project

Consultant will utilize the City's calibrated 2012 demand model and the 6-year pipeline demand model as a starting model to model the trip distribution and trip assignment for the proposed Sammamish Community Center. The project site plan and site accesses will be incorporated into the citywide VISUM network. The origin and destination paths of the project-generated trips will be tracked down and any intersection with 10 or more project-generated trips passing through it will be identified as a study intersection.

The existing 2013 traffic volumes and the pipeline condition traffic volumes combining with the project-generated trips obtained from the demand models will be used for intersection LOS analysis in 2013 existing and pipeline conditions with the Project in the PM peak hour.

The AM peak hour volumes for the 2013 existing condition and the pipeline condition with the Project will be estimated using the similar methodology used for the pipeline condition without the Project.

2.4 Intersection LOS Analysis

The City's traffic impact analysis (TIA) requirements include intersection LOS analysis for the AM and PM peak hours for the existing condition and future (6-year) pipeline condition without the Project and with the Project; therefore, intersection LOS analysis will be performed for the following eight scenarios:

- 1) 2013 existing without the Project in the AM peak hour
- 2) 2013 existing without the Project in the PM peak hour
- 3) 2013 existing with the Project in the AM peak hour
- 4) 2013 existing with the Project in the PM peak hour
- 5) Future pipeline without the Project in the AM peak
- 6) hour Future pipeline without the Project in the PM
- 7) peak hour Future pipeline with the Project in the AM
- 8) peak hour Future pipeline with the Project in the PM peak hour

Any intersection with 10 or more project-generated trips passing through it will be identified as a study intersection. The PM peak hour intersection volumes will be obtained from the demand model without the Project and with the Project. The AM peak hour intersection volumes will be estimated based upon the ratios between the existing AM counts to the existing PM counts and the PM peak hour demand model volumes. Signal timing/phasing will be obtained from the City. Intersection LOS will be documented for the identified study intersections.

2.5 Mitigation

Consultant will include a proposed mitigation plan to restore those intersections that fail to meet the City's LOS standard of LOS D to operate at LOS D or better. The mitigation plan will follow the TIA requirements described in Section PWS 15.020 of the Interim Public Works Standards. If a signal is proposed for an un-signalized intersection, a signal warrant analysis shall be provided. In addition, site access intersections will be assessed and potential operational issues will be identified.

Exhibit 1

2.5 Deliverables

Consultant will prepare a draft TIA report summarizing the methodology, findings and conclusions to the City for review and comment. Upon review completion, Consultant will provide three (3) copies of the final TIA report to the City.

Task 3.0 Impact Fee Update Support

The Consultant will provide the City with the necessary support for updating the street impact fee schedule following the adoption of the revised Level of Service Standards.

3.1 Participate in Update Process

- a. Attend meetings with City staff regarding impact fee updates
- b. Provide supplemental traffic analysis as requested
- c. No formal task documentation is anticipated

3.2 Participate in Public Decision Process

- a. Prepare for and attend Council and Planning Commission meetings
- b. Prepare graphic presentation materials
- c. No further task documentation is anticipated

3.3 Follow-up Work

- a. Perform additional analysis as City requests

Task 4.0 Concurrency Assessments and Testing

For each new development in Sammamish requiring a concurrency report, the following set of tasks will be performed, and a report returned to the City indicating whether the development passes or fails the City's concurrency standard. In the case of a failure, the report will also indicate the cause of the failure and indicate one or more possible actions that would remove the failure, if simple and direct actions are feasible.

Unless otherwise arranged in advance, the Consultant will be paid a Fixed Fee of \$2,000 for each completed Concurrency Report. The budget provides for fifteen (15) tests.

This task will be conducted using the VISUM traffic model that is accepted by the City for concurrency purposes.

4.1 Coordinate development information

- a. Whenever the City requests a concurrency report on a new or revised development application, it will provide a description of the development to the Consultant consisting of the size of development, location of the property, and frontage and/or access provisions of the proposed site plan.
- b. Consultant shall promptly notify the City if the provided information is inadequate.
- c. The Consultant shall be entitled to receive only the normal Fixed Fee stated above, unless otherwise negotiated in advance. Consultant shall promptly notify the City if the requested analysis requires additional efforts and a non-standard fee. In such cases, the Consultant shall not proceed with the concurrency review until the non-standard fee has been agreed to by the City in writing.

Exhibit 1

4.2 Traffic Model Update with New Development

- a. The Consultant shall add the proposed development to the cumulative set of existing, pipeline, and other previously added developments in the City's development review data base.
- b. Consultant shall update the traffic model's input files accordingly, run the model, and save the output traffic forecast for input to the Concurrency Management workbook.

4.3 Concurrency Files Update with New Development

- a. The Consultant will add the proposed development's traffic impacts to the previous case of cumulative existing, pipeline, and other previous developments in the City's development review data base.
- b. The Consultant will update the intersection level of service analysis at all intersections in the City's monitoring system, and update the link volume/capacity analysis for all links in the City's monitoring system.
- c. The Consultant shall save computer files generated by development review to update the cumulative forecast.

4.4 Concurrency Report for New Development

- a. The Consultant will provide the City with a concurrency report stating whether the development passes or fails the City's concurrency test within ten days of receipt of all necessary information.
- b. The report shall include the tables and figures necessary to document the impacts of the proposed new development, and to demonstrate whether the development passes or fails the City's concurrency test.
- c. In the case of a failure, the Consultant will identify, based on the analysis, one or more simple and direct actions that would have an effect sufficient to allow the development to pass. This information is optional and need not be provided if a simple and direct answer is not apparent.

Task 5.0 Special Studies at City Request

This task provides for consultant services that may be requested by the City to address various traffic and land development related questions that arise from time to time. No charges are to this task are initially authorized. When the City desires services to be performed by Consultant, the City's project manager will discuss the issue at hand with the Consultant and request a scope and budget proposal. Consultant shall respond with a written description of the work to be performed, the time of completion, products to be delivered, and the cost to complete the task. City's project manager will notify Consultant when the proposal is accepted, and work may commence. After receipt of this notice, Consultant may commence work and charge to the task up to the approved budget limit.



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: David Evans and Associates Inc.

Mailing Address: 415- 118th Avenue SE
 Bellevue, WA 98005

Telephone: 425-586-9764

Email Address: mxlu@deainc.com

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$_____

Specific Program: 2013/2014 Transportation Concurrency Management & On-call
 Transportation Modeling

 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 1

City of Sammamish
EXHIBIT D
Fee Estimate
 2013/2014 Concurrency Management and On-call Transportation Services

Firm: David Evans & Associates	Estimated Hours by Position				DEA	DEA
	QA/QC Manager	Traffic Modeler	Graphics	Clerical, Admin	Task Hours	Task Hourly Dollars
	\$223.00	\$133.00	\$102.00	\$103.00		
TASK						
TASK 1 - PROJECT MANAGEMENT	52	35	0	40	127	\$20,371
1.1 - Monthly invoices and progress reports		9		18	27	\$ 3,051
1.2 - Communications, Coordination, Agreements	12	24		6	42	\$ 6,486
1.3 - Project Setup and Closeout		2		8	10	\$ 1,090
1.4 - QA/QC - All Tasks	40			8	48	\$ 9,744
TASK 2 - TRAFFIC IMPACT ANALYSIS FOR SAMMAMISH COMMUNITY CENTER	5	56	8	5	74	\$9,894
2.1 - Traffic Demand Modeling for Existing and Pipeline Conditions without the Project		4			4	\$ 532
2.2 - Trip Generation		2			2	\$ 266
2.3 - Traffic Demand Modeling for Existing and Pipeline Conditions with the Project		8			8	\$ 1,064
2.4 - Intersection LOS Analysis	1	20			21	\$ 2,883
2.4 - Mitigation	2	4			6	\$ 978
2.5 - Deliverables	2	18	8	5	33	\$ 4,171
TASK 3 - IMPACT FEE UPDATE SUPPORT	32	40	0	16	88	\$14,104
3.1 - Participate In Update Process	8	8		0	16	\$ 2,848
3.2 - Participate In Public Decision Process	12	12		8	32	\$ 5,096
3.3 - Follow-up Work	12	20		8	40	\$ 6,160
TASK 4 - ON-CALL CONCURRENCY TESTS	0	0	0	0	Fixed Fee	\$30,000
TASK 5 - ON-CALL TRANSPORTATION STUDIES	0	0	0	0	0	\$100,000
TOTAL HOURS	89	131	8	61	289	
TOTAL HOURLY SALARY DOLLARS	\$19,847.00	\$17,423.00	\$816.00	\$6,283.00		\$174,369

EXHIBIT E**FEE SCHEDULE****AUDITED COST PLUS****David Evans and Associates, Inc. - Puget Sound Region**

Date Last Revised: June 27, 2013

City of Sammamish

PROFESSIONAL CLASSIFICATION	DIRECT LABOR		HOURLY BILLING RATE	
	Min	Max	Min	Max
ADMINISTRATIVE				
Principal In Charge (PICH)	\$50.00	\$88.00	\$152.67	\$268.70
T. Service	\$78.00		\$238.17	
Senior Project Manager (SPJM)	\$50.00	\$80.00	\$152.67	\$244.27
D. Benson	\$80.00		\$244.27	
K. Jeffers	\$62.00		\$189.31	
Project Manager (PMGR)	\$40.00	\$77.00	\$122.14	\$235.11
J. Parker	\$71.00		\$216.79	
Executive Administrator (EXAD)	\$23.00	\$51.00	\$70.23	\$155.72
P. Allred	\$35.00		\$106.87	
Project Administrator (PADM)	\$18.00	\$35.00	\$54.96	\$106.87
G. Williams	\$33.60		\$102.59	
V. Elwell	\$32.30		\$98.62	
J. Taylor	\$30.20		\$92.21	
J. Wills	\$27.20		\$83.05	
Administrative Assistant (ADMA)	\$14.00	\$31.00	\$42.75	\$94.66
M. Reynolds	\$28.00		\$85.50	
J. Martinez	\$24.40		\$74.50	
P. Mattson	\$24.30		\$74.20	
A Wooden	\$16.50		\$50.38	
ENGINEERING				
Engineering Manager (ENGM)	\$48.00	\$85.00	\$146.56	\$259.54
M. Clark	\$82.20		\$250.99	
M. Pudists	\$75.50		\$230.53	
J. Molver	\$75.20		\$229.62	
Managing Professional Engineer (MGPE)	\$40.00	\$74.00	\$122.14	\$225.95
V. Salemann	\$73.00		\$222.90	
J. St. John	\$62.00		\$189.31	
A. Tebaldi	\$61.50		\$187.78	
S. Shanafelt	\$61.00		\$186.26	
M. Feliberti	\$60.50		\$184.73	
K. Harris	\$60.50		\$184.73	
S. Soiseth	\$60.50		\$184.73	
Senior Professional Engineer (SPEN)	\$30.00	\$68.00	\$91.60	\$207.63
A. Shupien	\$61.50		\$187.78	
D. Seeman	\$61.00		\$186.26	
S. Boesel	\$60.00		\$183.20	
J. Smith	\$57.50		\$175.57	
A. Chung	\$54.50		\$166.41	

Exhibit 1

**FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region**
Date Last Revised: June 27, 2013
City of Sammamish

PROFESSIONAL CLASSIFICATION	DIRECT LABOR		HOURLY BILLING RATE	
	Min	Max	Min	Max
Professional Engineer (PFEN)	\$25.00	\$50.00	\$76.34	\$152.67
G. Nelson	\$49.50		\$151.14	
R. Jefferson	\$47.00		\$143.51	
M. Moran	\$46.00		\$140.46	
B. Davis	\$45.00		\$137.40	
J. Guerrero	\$44.70		\$136.49	
V. Vaskelis	\$44.00		\$134.35	
M. Luo	\$43.50		\$132.82	
C. Wellborn	\$43.00		\$131.30	
C. Smith	\$42.00		\$128.24	
J. Drake	\$39.14		\$119.51	
K. Potuzak	\$39.00		\$119.08	
A. Harris	\$38.60		\$117.86	
S. Hansen	\$38.00		\$116.03	
A. Schmidtman	\$37.30		\$113.89	
A. Wilen	\$36.30		\$110.84	
J. Kirkman	\$34.00		\$103.82	
K. Pirotte	\$33.80		\$103.20	
Sr. Design Engineer (SDEN)	\$32.00	\$47.00	\$97.71	\$143.51
R. LeProwse	\$46.50		\$141.98	
Design Engineer (DEEN)	\$20.00	\$41.00	\$61.07	\$125.19
M. Holland	\$36.50		\$111.45	
H. Clayville	\$35.00		\$106.87	
K. Oliver	\$34.00		\$103.82	
K. Schwab	\$25.00		\$76.34	
CADD Manager (CADM)	\$22.00	\$45.00	\$67.17	\$137.40
D. Olsen	\$40.00		\$122.14	
3D CADD Simulation Technician (CA3D)	\$22.00	\$45.00	\$67.17	\$137.40
O. Ahrensfield	\$35.50		\$108.40	
Sr. CADD Technician (SCAD)	\$22.00	\$45.00	\$67.17	\$137.40
C. Klinzing	\$40.50		\$123.66	
D. Tellers	\$37.20		\$113.59	
O. Ahrensfield	\$35.50		\$108.40	
C. Bresley	\$34.00		\$103.82	
CADD Technician (CADD)	\$14.00	\$29.00	\$42.75	\$88.55
B. Morris	\$27.00		\$82.44	
E. Blake	\$25.00		\$76.34	

Exhibit 1

**FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region**
Date Last Revised: June 27, 2013
City of Sammamish

PROFESSIONAL CLASSIFICATION	DIRECT LABOR		HOURLY BILLING RATE	
	Min	Max	Min	Max
STRUCTURAL ENGINEERING				
Senior Bridge Engineer (SBEN)	\$38.00	\$66.00	\$116.03	\$201.52
J. Menard	\$58.00		\$177.10	
J. Pertold	\$55.00		\$167.94	
M. Lengyel	\$53.50		\$163.36	
M. Talukdar	\$51.00		\$155.72	
P. Montemerlo	\$48.80		\$149.01	
R. Turpin	\$40.00		\$122.14	
A. Diedrich	\$38.00		\$116.03	
Bridge Engineer (BREN)	\$20.00	\$46.00	\$61.07	\$140.46
M. Frymoyer	\$34.18		\$104.37	
CONSTRUCTION ENGINEERING				
Construction Manager (CONM)	\$45.00	\$70.00	\$137.40	\$213.74
M. Sheikhzadeh	\$65.00		\$198.47	
Construction Engineer (CENG)	\$20.00	\$36.00	\$61.07	\$109.92
G. Carlson	\$26.00		\$79.39	
LANDSCAPE ARCHITECTURE				
Sr. Landscape Architect (SLAN)	\$27.00	\$44.00	\$82.44	\$134.35
J. Gage	\$43.60		\$133.13	
Sr. Landscape Designer (SLAD)	\$19.00	\$35.00	\$58.01	\$106.87
G. King	\$33.60		\$102.59	
NATURAL RESOURCES				
Natural Resources Manager (NATR)	\$40.00	\$77.00	\$122.14	\$235.11
P. Fendt	\$71.50		\$218.32	
Managing Scientist (MSCI)	\$38.00	\$62.00	\$116.03	\$189.31
R. Bockelman	\$61.50		\$187.78	
Sr. Scientist (SSCI)	\$25.00	\$50.00	\$76.34	\$152.67
O. Rand	\$40.10		\$122.44	
S. Swarts	\$40.10		\$122.44	
L. Stragis	\$34.50		\$105.34	
Scientist (SCIT)	\$15.00	\$33.00	\$45.80	\$100.76
E. Christensen	\$25.60		\$78.17	
Environmental Planner (ENVP)	\$15.00	\$39.00	\$45.80	\$119.08
M. Buckley	\$36.00		\$109.92	
WATER RESOURCES				
Water Resources Engineer (WREN)	\$32.00	\$50.00	\$97.71	\$152.67
K. Comings	\$45.30		\$138.32	

Exhibit 1

**FEE SCHEDULE
AUDITED COST PLUS
David Evans and Associates, Inc. - Puget Sound Region**
Date Last Revised: June 27, 2013
City of Sammamish

PROFESSIONAL CLASSIFICATION	DIRECT LABOR		HOURLY BILLING RATE	
	Min	Max	Min	Max
PUBLIC RELATIONS				
Public Relations Manager (PRMR)	\$30.00	\$55.00	\$91.60	\$167.94
B. Brown	\$46.63		\$142.38	
G. Vigil	\$35.82		\$109.37	
T. Casne	\$33.66		\$102.78	
Sr. Graphic Specialist (SGRP)	\$18.00	\$35.00	\$54.96	\$106.87
B. Lucas	\$33.30		\$101.68	
SURVEYING				
Survey Manager (SVYM)	\$40.00	\$77.00	\$122.14	\$235.11
J. Warren	\$61.50		\$187.78	
S. Douthett	\$60.00		\$183.20	
R. Hermann	\$54.00		\$164.88	
Sr. Professional Land Surveyor (SPLS)	\$32.00	\$64.00	\$97.71	\$195.42
D. Vogt	\$57.00		\$174.04	
P. Beehler	\$45.00		\$137.40	
P. Tse	\$42.00		\$128.24	
Professional Land Surveyor (PLSU)	\$20.00	\$46.00	\$61.07	\$140.46
M. Groot	\$40.00		\$122.14	
A. LaPlant	\$35.00		\$106.87	
Project Surveyor (PSVR)	\$22.00	\$40.00	\$67.17	\$122.14
G. Laas	\$40.00		\$122.14	
G. Wickman	\$35.50		\$108.40	
Survey Technician (SVTE)	\$14.00	\$35.00	\$42.75	\$106.87
E. Fujikawa	\$32.00		\$97.71	
R. Balanza	\$26.50		\$80.92	
J. Delaney	\$19.00		\$58.01	
Party Chief (PCHF)	\$18.00	\$35.00	\$54.96	\$106.87
G. Lukenbill	\$33.50		\$102.29	
B. Scott	\$33.50		\$102.29	
C. Aldridge	\$32.00		\$97.71	
A. Lawson	\$29.50		\$90.08	
R. D. Williams	\$29.50		\$90.08	
E. St. Hilaire	\$27.50		\$83.97	
R. Smith	\$27.00		\$82.44	
J. Donaldson	\$24.00		\$73.28	
Instrument Person (INST)	\$12.00	\$28.00	\$36.64	\$85.50
S. Rasmussen	\$25.00		\$76.34	
M. Pybas	\$23.50		\$71.75	
J. Ranck-Steiner	\$20.00		\$61.07	
W. Currie	\$20.00		\$61.07	

Negotiated Overhead Rate: 175.34% of Direct Labor
 Negotiated Fee Rate: 30.00% of Direct Labor
Total 205.34% of Direct Labor

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)

Exhibit 1



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 10, 2013

Originating Department: Public Works

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Rec

Police

Public Works

Subject: NPDES Stormwater Mapping Contract with Gray and Osborne

Action Required: Authorize the City Manager to execute a contract with Gray and Osborne Inc. for an amount not to exceed \$250,000 to provide NPDES stormwater mapping services.

Exhibits: 1. Agreement for Services

Budget: \$250,000 out of the Engineering Professional Services budget in the adopted 2013-2014 Surface Water Management Fund

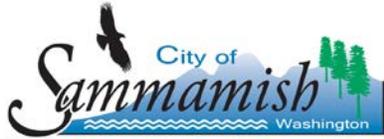
Summary Statement:

The City of Sammamish has been issued a National Pollutant Discharge Elimination System (NPDES) permit from the Washington State Department of Ecology. One of the primary permit requirements is to complete a mapping inventory of all stormwater discharge locations. This contract will provide professional services to prepare the required NPDES stormwater map.

Background:

When Sammamish incorporated, no mapping data of the City's stormwater system was provided by King County. Staff has gathered what information they can over the years, but a comprehensive field inventory/mapping effort has not taken place. The NPDES permit requires that the City have a comprehensive stormwater map. This requirement was shared with the City Council during the 2013/2014 budget development and was taken into account when the Surface Water Management Fees were adjusted.

This contract will take all mapping information from the City's records and incorporate it into a Graphical Information System (GIS) map. For the areas of the City that have no records, crews will be sent out to gather the necessary information in the field. That information will also be entered into the GIS map. The final result will be a comprehensive GIS based stormwater map for the City that will both meet the needs of the permit as well as provide a useful tool for managing the city's stormwater infrastructure.



City Council Agenda Bill

Financial Impact:

There is \$306,000 available for mapping purposes in the 2013 adopted Surface Water Management fund (408-000-531-32-41-00).

The base contract amount is not to exceed \$200,135 with a management reserve fund to handle unknowns in the amount of \$49,865. The management reserve fund will only be spent if determined necessary by the City. The total contract amount is not to exceed \$250,000.

Recommended Motion:

Authorize the City Manager to execute a consultant services contract with Gray and Osborne Inc. for an amount not to exceed \$250,000 to provide professional engineering and mapping services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Gray & Osborne

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

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

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "D"

A sum not to exceed

Other (describe): A sum not to exceed \$250,000.

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, 2014, 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 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

Exhibit 1

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

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

10. **Termination.**

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

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

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

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

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

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

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

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

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

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

Exhibit 1

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 Gray & Osborne
Contact Name Tom Zerkel (c/o Barry Baker)
Street Address 701 Dexter Ave. N. #200
City, State Zip Seattle, WA 98109
Phone Number (206) 284-0860
Email bbaker@g-o.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

By: _____

By: Thomas M. Zerkel

Print Name: _____

Print Name: Thomas M. Zerkel

Title: City Manager

Title: President

Date: _____

Date: July 11, 2013

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A

SCOPE OF WORK

CITY OF SAMMAMISH NPDES STORMWATER MAPPING

The Washington State Department of Ecology (Ecology) issued the first National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Permit for Municipal Separate Storm Sewer Systems in 2007. Per Section S5.C.3.a of this permit, the City of Sammamish was tasked with creating a map of their municipal stormwater system (MS4) by 2011. This requirement included creating a map which includes the following information:

- The location of all known municipal separate storm sewer outfalls.
- Receiving waters
- Structural stormwater BMPs/facilities owned or operated by the City
- Tributary conveyances for all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following attributes shall be mapped:
 - Tributary conveyances (type, material, and size where known)
 - Associated drainage areas
 - Land Use
- All connections to the MS4 authorized or allowed by the City after February 16, 2007.
- Geographic areas served by the City's MS4 that do not discharge stormwater to surface waters.

As of July 2013, the City has yet to compile this map and has since written a non-compliance letter to Ecology stating this. The City requested Gray & Osborne assist with the mapping of their stormwater system to meet their NPDES Permit requirement as soon as possible. The following tasks have been identified for the project.

PHASE I: CREATE STORM MAP BASED ON AS-BUILTS

Task 1.1: Compile existing data

One of the first steps in the development of a surface water map is to compile existing information related to the surface water system. In this task, all applicable information will be collected including but not limited to the following items:

- As-built drawings (CAD, paper, or mylar)
- Any previously prepared CAD/GIS stormwater and utility base map(s)
- LIDAR data
- Orthophotos

City Staff will direct Gray & Osborne personnel to where these references may be found within City files (i.e. As-built drawings). Gray & Osborne will then determine which references are necessary and then make appropriate scans/copies for use in Task 1.3.

Task 1.2: Stormwater geodatabase design

In this task, a stormwater geodatabase structure will be defined which will define all attributes, data types, connectivity, coordinate system, datum, unique object identifier, and any other attributes necessary to define a comprehensive stormwater GIS. ESRI's stormwater geodatabase model will be modified to suit the City's needs and to meet the requirements of the NPDES Phase II Municipal Permit. Input from Public Works staff will help ensure that the resulting database will be compatible with future stormwater mapping, reporting, and/or modeling efforts.

Task 1.3: Import existing data into stormwater geodatabase

Existing digital data from CAD drawings, mylars, paper drawings and asbuilts will be reviewed, georeferenced as needed, converted into GIS format, and imported into the stormwater geodatabase.

Task 1.4: Develop metadata standards

Metadata (data that describes data) will be created based on the FGDC (Federal Geographic Data Committee) metadata standard. This will provide a detailed description of the stormwater geodatabase, its attributes, horizontal accuracy, spatial coordinate system, and other pertinent characteristics of the data.

Phase I Deliverable:

- *Preliminary storm base map based upon existing as-built plans, existing GIS, or other data sources.*

PHASE II: DATA ANALYSIS

Task 2.1: Provide analysis of missing data and develop field mapping/maintenance procedures

Upon completion of a preliminary storm base map, analysis will be provided to determine areas of missing storm related data. Data regarding the following elements will be reviewed to determine which components of the Phase II Permit Section S5.C.3.a are missing:

- The location of all known municipal separate storm sewer outfalls.
- Receiving waters
- Structural stormwater BMPs/facilities owned or operated by the City

- Tributary conveyances for all known outfalls with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following attributes shall be mapped:
 - Tributary conveyances (type, material, and size where known)
 - Associated drainage areas
 - Land Use
- All connections to the MS4 authorized or allowed by the City after February 16, 2007.
- Geographic areas served by the City's MS4 that do not discharge stormwater to surface waters.

A field mapping program will be designed that will provide data collection methods and procedures for these areas. These methods will be tested in a 3-day pilot project (Task 2.3).

Task 2.2: Develop post-processing GPS procedures, and QA/QC procedures for field mapping data collection

GPS data will need to be post-processed once it is collected from the field. Post-processing will enable more accurate measurements as it takes into account satellite locations throughout the day. QA/QC procedures will be developed to ensure that daily GPS data has been properly reviewed, and errors corrected before additional field work is completed.

Task 2.3: Conduct GPS field mapping pilot project

A three-day pilot project of representative areas of the City will be conducted to identify data collection issues, methodology and potential GPS availability problems. The results of the pilot project will help to more accurately determine the process for mapping the rest of the stormwater system. In large scale mapping projects, this is a critical step as it will help to identify inefficient workflows and problems that may arise during the full scale survey.

Phase II Deliverable:

- *Plan/Method for providing full field survey which will identify anticipated methods of survey to be used as well as QA/QC procedures.*

PHASE III: FIELD SURVEY

Task 3.1: Survey Missing Storm Data

Based on the pilot project and the analysis provided in Phase II, survey missing stormwater infrastructure data. Traditional survey methods may be necessary at this stage if GPS accuracy problems were present throughout the pilot project. Mapping, post-processing, and QA/QC procedures will be revised as needed to ensure that high quality field data is collected.

Task 3.2: Develop stormwater GIS update procedures for new developments

Once the stormwater geodatabase has been completed, procedures will be developed for incorporating data from new developments.

Task 3.3: Create storm base map meeting NPDES requirements

Once the stormwater geodatabase has been completed, a pdf map will be produced to meet the conditions in the Phase II permit including location of all known outfalls, receiving waters, stormwater treatment and flow control facilities, tributary conveyance systems, drainage basins and land use.

Phase III Deliverable:

- *Storm Base Map meeting NPDES Phase II Permit Requirements (pdf)*
- *GIS files representing the storm base map*

PHASE IV: STORMWATER MAINTENANCE MANAGEMENT APPLICATION (OPTIONAL WITH OWNER)

Task 4.1: Develop online stormwater maintenance management application

Upon direction from the City and at the conclusion of the field mapping project, the geodatabase will be placed on the ArcGIS Server which will be available for use by Public Works and other departments as needed. An online stormwater maintenance management application will be prepared to allow City staff to do catch basin and flow control facility inspections through a mobile device or desktop computer connected to the internet. Gray & Osborne will work with City staff to customize the inspection reports which are currently based on Department of Ecology maintenance guidelines. Field training of City staff will be conducted by Gray & Osborne personnel. Gray & Osborne will provide server hosting, support, daily backup, maintenance and client support for 1 year following the successful launch of the mobile application. Further support may be negotiated following the initial year of use. Task 4.1 will be performed at the option of, and only upon direction by the City.

Equipment not included in this scope and shall be purchased by the City includes:

- ArcGIS for Server Workgroup Basic
- Microsoft Windows 2008 Server R2 OEM
- iPad - 64G 4G LTE Verizon
- LifeProof Waterproof iPad Case

Phase IV Deliverable:

- *Online Stormwater Maintenance Application*
- *Hosting of software on Gray & Osborne server*

- *One-year Support*

PHASE V: MANAGEMENT RESERVE

A Management Reserve of \$49,865 is set aside for additional, unanticipated work as authorized by the City. The Management Reserve will be utilized only upon written request by the Consultant and written authorization by the City.

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.: 91-0890718

Social Security No.: _____

Print Name: Melissa Drysdale

Title: Accountant _____

Business Name: Gray & Osborne _____

Business Address: 701 Dexter Ave. N. #200, Seattle, WA 98109 _____

Business Phone: (206) 284-0860 _____

7/9/13

 Date

Melissa Drysdale

 Authorized Signature (Required)

EXHIBIT "D"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Sammamish - NPDES Stormwater Mapping

Tasks	Principal Hours	Project Manager Hours	AutoCAD/GIS Mgr./Graphic Artist Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Phase I: Create Storm Map Based on As-Builts					
1.1 Compile Existing Data		2	24		
1.2 Stormwater Geodatabase Design	1	8	16		
1.3 Import Existing Data	8	40	320		
1.4 Develop Metadata Standards	2	2	8		
Phase II: Data Analysis					
2.1 Analysis of Missing Data	2	4	8	4	
2.2 Develop Post Processing Procedures	2	4	8	4	
2.3 Conduct GPS Field Mapping Pilot Project	2	16	16	8	30
Phase III: Field Survey					
3.1 Survey Missing Storm Data	8	16	240	24	440
3.2 Develop GIS Update Procedures	2	4	8		
3.3 Storm Base Map meeting NPDES		2	8		
Phase IV: Stormwater Maintenance Management Application (Optional with Owner)					
4.1 Develop Online Stormwater Maint. App.	2	8	128		
Hour Estimate:	29	106	784	40	470
Fully Burdened Billing Rate Range:*	\$112 to \$188	\$112 to \$188	\$92 to \$115	\$108 to \$121	\$144 to \$193
Estimated Fully Burdened Billing Rate:*	\$125	\$120	\$110	\$115	\$175
Fully Burdened Labor Cost:	\$3,625	\$12,720	\$86,240	\$4,600	\$82,250

Total Fully Burdened Labor Cost:	\$ 189,435
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 700
Printing/Scanning	\$ 10,000
Subconsultant:	
Subconsultant Overhead (10%)	\$ -
Phase V: Management Reserve	\$ 49,865
TOTAL ESTIMATED COST:	\$ 250,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost



City Council Agenda Bill

Meeting Date: July 15, 2013

Date Submitted: July 10, 2013

Originating Department: Public Works

Clearances:

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

Subject: 244th Avenue SE Non-Motorized Improvements Construction Contract Award

Action Required: Authorize the City Manager to award and execute a contract with Rodarte Construction Inc. for construction of the 244th Avenue SE Non-Motorized Improvements project in the amount of \$1,915,937.50 and administer a construction contingency in the amount of \$191,594. Authorize a contract amendment with David Evans and Associates, Inc. for construction support services.

Exhibits:

1. Bid Summary
2. Contract Amendment

Budget: \$1,890,000 combined in the adopted 2013-2014 Transportation Capital Improvement, Stormwater Management, and Pavement Overlay funds.

Summary Statement:

The Public Works Department recommends that the City Council authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the 244th Avenue SE Non-Motorized Improvements Project. The proposed improvements include bike lanes on both sides of the 244th Avenue SE from SE 32nd Street to SE 24th Street, with sidewalks, planter strip and stormwater treatment on the east side, finished with a pavement overlay. Additional on-street parking for Beaver Lake Park ball fields will also be provided just north of the park entrance.

Bids were opened on July 11, 2013. The City received four bids, the lowest responsible bidder was Rodarte Construction Inc., and was for the amount of \$1,915,938. In order to support construction, staff is also recommending the City Council authorize the City Manager authorize a contract in the amount not to exceed \$25,000 with David Evans and Associates to assist with Construction Engineering services.

Background:

This project was added to the Non-motorized improvement program following the update presented to Council at the September 13, 2011 Study Session. This decision was affirmed at the 2012 Non-motorized Program Update presented to Council on July 10, 2012. Council authorized the City Manager to execute a design contract with David Evans and Associates, Inc. at the December 4, 2012 council meeting. Staff updated Council in memorandums dated January 2, 2013 and May 14, 2013 highlighting



City Council Agenda Bill

significant design decisions. Staff recommendations included the inclusion of bike lanes on the east side of 244th Ave SE, a short pedestrian bridge across Laughing Jacobs Creek to avoid environmental impacts, the addition of right turn lanes at SE 32nd and SE 24th Streets, and underground conduits for potential future signalization. These improvements were not in the original project scope. Consequently, it was reported that staff may need to request additional authority to utilize part of the transportation fund contingency at the time of construction award authorization.

The lowest responsible bid was \$1,915,938, which is \$235,938 over the engineering estimate of \$1,680,000.

Financial Impact:

The project costs are funded partly through three different funds as shown in the table below. Because the construction contract bid was higher than expected, it will be necessary to utilize a portion of the Transportation Capital Contingency line item and a portion of the Surface Water Management Capital ending fund balance in order to award this contract, the amounts needed are shown in the table below.

244th Avenue SE	Total Project Costs	340 Trans. Imp. Fund	438 Stormwater Fund	101 Pavement Overlay
Design Contract	\$ 299,757	\$ 299,757	\$ -	\$ -
Construction Contract	\$ 1,915,938	\$ 1,102,467	\$ 513,471	\$ 300,000
Construction Contingency	\$ 191,594	\$ 191,594	\$ -	
Construction Engineering *	\$ 57,371	\$ 41,996	\$ 15,375	
TOTAL ESTIMATED COST:	\$ 2,464,659	\$ 1,635,813	\$ 528,846	\$ 300,000
Existing Budget	\$ 1,890,000	\$ 1,400,000	\$ 190,000	\$ 300,000
Budget Shortage	\$ (574,659)	\$ (235,813)	\$ (338,846)	\$ -

*Construction Engineering includes Material Testing, submittal reviews, responding to contractor requests for information and geotechnical review of the retaining wall construction.

Recommended Motion:

Move to authorize the City Manager to award and execute a contract with the lowest responsive and responsible bidder, Rodarte Construction Inc., for the 244th Avenue SE Non-Motorized Improvements project, in an amount not to exceed \$1,915,937.50 and to administer a 10% construction contingency in an amount not to exceed \$191,594. In addition, move to authorize the City Manager to execute a contract amendment with David Evans and Associates for construction support services in the amount not to exceed \$25,000.

BID OPENING

244th Avenue SE Non-Motorized Improvements Project
July 11, 2013

Bidder	Signed Proposal	Schedule Of Prices	Bid Security Form	Acknowledge Addendum	Bidder Information Signature	Non-Collusion Affidavit	Minimum Wage Affidavit	Bid
R.W. Scott Construction Co.	✓	✓	✓	✓	✓	✓	✓	\$1,987,250.00
3 Kings Environmental Inc.	✓	✓	✓	✓	✓	✓	✓	\$2,179,275.75
Award Construction Inc.	✓	✓	✓	✓	✓	✓	✓	\$2,015,035.75
Rodarte Construction Co.	✓	✓	✓	✓	✓	✓	✓	\$1,915,937.50

Apparent Low Bidder Rodarte Construction Co. Engineer's Estimate \$1,686,000.00

Exhibit 1



SUPPLEMENTAL AGREEMENT

Amendment Number: 2	Date: July 15, 2013
Project: 244th Avenue SE Non-Motorized Improvements	City Project number:
Consultant: David Evans and Associates, Inc.	Contract Number: C2012-195

The City of Sammamish desires to amend the agreement with David Evans and Associates for the 244th Avenue SE Non-Motorized Improvements project. 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:

Section 10.00 is added and titled “Construction Support Services”, which entails responding to field inquiries and Requests for Information (RFIs) from the Engineer (see Exhibit A for detailed scope information and Exhibit B for the cost estimate).

The fee for these services is not to exceed \$25,000, which will be paid under new Section 10.00. The contract amount is increased \$25,000 by this agreement.

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

Original Contract Amount:	Current Contract Amount	Estimated Net Change This Amendment	Estimated Contract Total After Change
\$ 299,757	\$ 299,757	\$ 25,000	\$ 324,757
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">David Evans & Associates, Inc.</div> <div style="width: 10%; border-top: 1px solid black; padding-top: 5px;">Date</div> </div>		<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">City of Sammamish</div> <div style="width: 10%; border-top: 1px solid black; padding-top: 5px;">Date</div> </div>	

EXHIBIT A

CITY OF SAMMAMISH 244TH AVENUE SE NON-MOTORIZED IMPROVEMENTS

SUPPLEMENT NO. 2

Scope of Services

Prepared by:

**David Evans and Associates, Inc.
415 118th Avenue SE
Bellevue, WA 98005**

July 10, 2013

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INTRODUCTION

Supplement No. 2 modifies the Original Agreement dated December 6, 2012, with the following revisions.

SECTION 10.00 CONSTRUCTION SUPPORT SERVICES (NEW SECTION)

10.01 Project Description

The CONSULTANT shall provide Construction Support as requested by the CITY for the following activities.

10.02 Site Meetings

The CONSULTANT shall attend site visits and record observations made. Assume 5 site visits.

10.03 Requests for Information (RFIs)

The CONSULTANT shall provide responses in a timely manner. Generally, the CITY will need RFI responses within 3 business days of the request, however more or less time may be allocated for this task depending on the issue.

10.04 Constructability Issues/Plan Clarifications

The CONSULTANT will be required to provide input and guidance on the constructability issues. This includes on-site visits, design revisions based on field conditions, or suggested plan changes by CITY staff. The CITY will provide a minimum of 48 hours notice for the CONSULTANT to perform the initial site visit to gather information to review. The CONSULTANT shall provide written review and input in a timely manner so that the CITY Contractor's work flow is not unnecessarily disrupted. This may necessitate the CONSULTANT providing direction at the time of the field visit. Nothing herein shall require the CONSULTANT to provide services in a manner that would precipitate performance below the generally accepted standard of care for the CONSULTANT's industry.

10.05 Approval of Shop Drawings/Submittals

The CONSULTANT shall evaluate shop drawings, and proposals for substitutions of materials and procedures as submitted by the Contractor for general conformance with the project requirements and intent. The CONSULTANT shall provide review and approval of shop drawings and other submittals within 5 business days.

10.06 Geotechnical Support

The CONSULTANT shall be available to observe the excavation of the retaining walls for the project. From review of the plans there are four locations where walls will be installed. We estimate that two half-day site visits will be needed at each location. The CONSULTANT will provide an engineering geologist to observe the excavation and verify that the base of the excavation has adequate bearing capacity prior to the placement of the Ultrablock.

We also understand that the CONSULTANT's services may be required for the installation of the deep foundation of the pedestrian bridge at the north end of the project. The CONSULTANT will provide an engineering geologist to observe the drilling of the two bridge piers and verify that

Exhibit 2

the depth and soil encountered in the excavation is what was anticipated in the design. We estimate that the two bridge piers will be completed in one day and we will be onsite full time.

Upon completion of the inspections, the CONSULTANT shall provide a field report for each site visit.

A separate supplement will be prepared if additional inspections are required during construction.

10.07 Project Walkthrough

The CONSULTANT shall conduct a final walkthrough with the CITY and assist with the preparation of a punch list of items for completion prior to the final acceptance of the project. The CONSULTANT will conduct a follow-up review to confirm completion.

DELIVERABLES:

- *Invoices with Work Report Summary*
- *RFI Responses*
- *Signed and Stamped Approval of Shop Drawings*
- *Geotechnical Support (Field Reports)*

Attachment B
CITY OF SAMMAMISH
244TH AVENUE SE NON-MOTORIZED IMPROVEMENTS
Supplement 2 Cost Estimate

David Evans and Associates, Inc.

Classification	Hrs.	x	Rate	=	Cost
1 Project Manager (PMGR)	43		\$ 176.28	\$	7,580
2 QA/QC Manager (MGPE)	8		\$ 176.28	\$	1,410
3 Professional Engineer (PFEN)	68		\$ 111.50	\$	7,582
4 Sr. CADD Technician (SCAD)	12		\$ 119.03	\$	1,428
5 Sr. Landscape Designer (SLAD)	6		\$ 99.14	\$	595
6 Administrative Assistant (ADMA)	5		\$ 82.87	\$	414
7 Project Administrator (PADM)	10		\$ 95.52	\$	955
Total Hrs.		152.0			

Salary Cost **\$ 19,965**

Direct Expenses	No.	Unit	Each	Cost
Mail/Deliveries/Fed Ex	6		\$30 est.	\$ 180
Mileage	311	miles @	\$0.565 /mile	\$ 176
Subtotal				\$ 356

DEA Subtotal **\$ 20,321**

Subconsultants				
Associated Earth Sciences, Inc.				\$ 4,679
Subconsultant Total				\$ 4,679

DEA & Subconsultants Subtotal **\$ 25,000**

Total Contract Amount **\$ 25,000**

Exhibit 2

Attachment B
CITY OF SAMMAMISH
244TH AVENUE SE NON-MOTORIZED IMPROVEMENTS
Supplement 2 Hours Estimate

David Evans and Associates, Inc.		1	2	3	4	5	6	7				
Item No.	Work Item	Project Manager (PMGR)	QA/QC Manager (MGPE)	Professional Engineer (PFEN)	Sr. CADD Technician (SCAD)	Sr. Landscape Designer (SLAD)	Administrative Assistant (ADMA)	Project Administrator (PADM)	DEA	DEA	Associated Earth Sciences	DEA and Subconsultants Total
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total \$	Total \$
2.00	Project Management and Quality Control											
2.04	Monthly Invoices/Progress Reports (4 Total)	4						5	10	19	\$2,075	\$2,075
	Work Item 2.00 Total	4						5	10	19	\$2,075	\$2,075
10.00	Construction Support Services											
10.02	Site Meetings (Assume 10)	10		10						20	\$2,878	\$2,878
10.03	Requests for Information (RFIs)	5		10						15	\$1,996	\$1,996
10.04	Constructability Issues/Plan Clarifications	16	4	34	12	4				70	\$9,141	\$9,141
10.05	Approval of Shop Drawings/Submittals	4	4	10						18	\$2,525	\$2,525
10.06	Geotechnical Support										\$4,679	\$4,679
10.07	Project Walkthrough	4		4		2				10	\$1,349	\$1,349
	Work Item 10.0 Total	39	8	68	12	6				133	\$17,890	\$22,569
	EXPENSES										\$356	\$356
PROJECT WORK TOTALS ITEMS 1.0 - 10.0		43	8	68	12	6	5	10	152	\$20,321	\$4,679	\$25,000

Exhibit 2